

# YOUR CAR INSURANCE POLICY BOOKLET

All you need to know about  
your car insurance

Keep this policy booklet in a safe place



# Useful contact numbers

## Car insurance

If you need to make a claim, just call the number shown below and we will put you straight through to the claims team. You will need your policy number – you can find this information on your policy schedule.

### Car insurance claims

**Ageas UK 03451 256 850**

or **Europe +441242715924**

24 hours a day • 365 days a year

For windscreen and glass claims please call the number shown on page 10 of this policy booklet.

### Rias Customer Services

- Adding optional cover
- Changing your policy
- Questions about your policy **0345 650 0345**
- 8.30am – 8pm Monday to Friday
- 8.30am – 4pm Saturday

### Additional helpline service

Provided by Arc Legal Assistance Limited

This free service is available to all car insurance customers

- European personal legal and UK tax advice helpline **0345 841 0019** please quote 'Rias Motor Legal'
- 24 hours a day
- 365 days a year

## Optional cover

If you need to make a claim in relation to an 'optional cover' on your policy, please ensure you call the specific number displayed below.

### ■ Legal Expenses cover OPTIONAL COVER *Provided by Arc Legal Assistance Limited*

Recovering losses you are not insured for

- Compensation for injury & damage to personal belongings
- Motor prosecution defence
- Contract disputes
- Vehicle cloning

0345 841 0019 please quote 'Rias Motor Legal'

■ 24 hours a day • 365 days a year

### ■ Excess Protection cover OPTIONAL COVER *Underwritten by Ageas Insurance Ltd*

Provides reimbursement of your excess, up to £300, in the event of an insured incident during the period of insurance.

0345 415 0483 24 hours a day • 365 days a year

### ■ Key Protection cover OPTIONAL COVER *Underwritten by Ageas Insurance Ltd*

Provides cover for up to £1,500 if your keys are stolen, locked in a car or broken in a door lock.

0345 125 2439 24 hours a day • 365 days a year

### ■ Replacement Car cover OPTIONAL COVER *Underwritten by Ageas Insurance Ltd*

Provides a hire car for 21 continuous days following an insured incident that renders your car a total loss or where the insured car is stolen and remains unrecovered

0345 125 2430

7am – 11pm, 7 days per week.

### ■ Personal Accident cover OPTIONAL COVER *Underwritten by Ageas Insurance Ltd*

Provides insurance to cover for drivers who wish compensation if they themselves or members of their family who are travelling as passengers are seriously injured or killed in a road traffic accident in the insured vehicle.

0344 748 0103 9am - 5pm, Monday to Friday.

### ■ Breakdown cover OPTIONAL COVER *Provided by Call Assist Ltd*

Helping you get back on the road if your car breaks down.

UK 01206 812711 Europe +44 1206 812711 24 hours a day, 365 days a year

*Please note: The policy wording for Breakdown cover is provided as a separate document and is not included in this booklet. For the latest version please visit [www.rias.co.uk](http://www.rias.co.uk)*

# What's inside

What to do if you have an accident	5	Legal Expenses cover (Optional)	34
		Excess Protection cover (Optional)	43
How to make a claim	7	Replacement Car cover (Optional)	47
		Key Protection (Optional)	52
Damaged windscreen and window glass	10	Personal Accident cover (Optional)	56
<b>Your car insurance cover</b>	11	Additional helpline service	62
An overview	11		
Section A – Damage to your car	12	How to make a complaint	62
Section B – Damaged windscreen and window glass	14		
Section C – Fire & theft	15	The Financial Services Compensation Scheme	64
Section D – Personal accident	17		
Section E – Medical expenses	18		
Section F – Personal belongings	18		
Section G – Liabilities to third parties	19		
Section H – Using your car abroad	21		
Section I – Replacement locks	22		
Section J – No claim discount	22		
Section K – No claims discount protection	23		
<b>Important information about your car insurance</b>	23		
Your car insurance policy	23		
Words with special meanings	25		
Car insurance conditions	26		
Your information and what we do with it	29		
Policy exclusions	32		
Endorsements	33		

# Important

## CHANGES YOU NEED TO TELL RIAS ABOUT

It is essential that you tell Rias straight away about any of the following changes. Failure to tell Rias (on behalf of your insurer) about these changes, which could alter this insurance, means your policy may no longer be valid and your insurer may not pay your claim.

**Please note:** Any changes made to your policy may affect your premium and/or excess and there will be an administration charge (see page 29).

### Changes you should tell Rias about immediately

- You sell the car, change the car or its registration number, or you get another car
- There is any change of drivers
- You have “any driver” policies, drivers aged 30 or under are not covered unless Rias has been given their details and accepted them in writing
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences or disqualification), or a criminal conviction
- Anyone who drives the car develops a health condition, which requires notification to the DVLA
- You change the purpose the car is used for – for example, you start using the car for business purposes
- Anyone who drives the car changes job, starts a new job, including any part-time work, or stops work
- The car is changed from the manufacturer’s original specification, such as changing to alloy wheels
- You take the car abroad, for more than 90 days or outside the European Union
- You change your address or the address where you keep the car overnight
- You change your name – for example, if you get married
- Anyone who drives the car passes their driving test or has their driving licence revoked
- The details on the schedule change
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen
- There is a change to your estimated annual mileage
- Anyone who drives the car has had insurance refused, cancelled or had special terms applied to the policy
- There is a change of main user of the car.

**If you are not sure whether certain information needs to be disclosed, the Rias Customer Service team will be happy to help.**

If you need to inform us of changes or if you have any questions

**RING THE CUSTOMER SERVICE TEAM NOW ON 0345 650 0345**

Lines are open 8.30am to 8pm Monday to Friday and 8.30am to 4pm Saturday

# Had an accident?

## What to do if you have an accident

If you are reading this page, you may have had an accident and will need to make a claim on your car insurance. You will have access to professional teams who are ready to help you through this straightforward process, getting you back on the road quickly.

There are some things you need to know about accidents and what you should do and what you should try to avoid doing, in order to comply with the law and make your claim go smoothly.

### Safety first!

The most important thing to do in the event of an accident is to make sure that you and your passengers are safe and to call an ambulance if anyone involved in the accident is injured. You should only take the action suggested below if it is safe to do so.

### What the law says

#### When you need to stop

You must stop if you are involved in any incident:

- Involving injury to a person
- Where certain animals have been killed or injured, except in your own vehicle or trailer  
*For example*— You must stop if you kill or injure dogs, horses, cattle, sheep and goats, but not cats or wildlife
- If other vehicles or property are damaged.

## Giving your details

- If you own the vehicle, you must give the following information to anyone who has a good reason for asking (for example, the police or anyone else involved in the accident):
  - Your name and address
  - The name and address of your insurer and your car insurance policy number
- If you do not own the vehicle, you must give the owner's name and address and the registration number of the vehicle
- If you do not have these details with you at the time, you need to supply them as soon as possible.

## Reporting the accident to the police

- You must report an accident to the police within 24 hours if:
  - There is an injury
  - You do not give your details to anyone at the scene
- You will also need to present your Certificate of Motor Insurance at the police station within five days of the accident.

## Helping with the claims process

#### Try not to apologise or admit fault

- It is natural to want to apologise for an accident if you feel it was your fault. However, it is really important that you don't do this, because you may not be legally liable for the accident and you may affect your insurer's ability to act on your behalf. It may also affect your "no claim" discount.

Continued overleaf...

## Collecting important information for your claim

To help speed up your claim, please try to collect details of the following:

- Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved  
*(This will allow your insurer to contact anybody else involved straight away. In addition, your "no claim" discount will not be affected if the accident was not your fault and your insurer manages to recover any money paid from the person who caused the accident (or their insurer))*
- Injuries caused
- Property damage
- Witnesses (if there are any)
- Police officers and report reference numbers
- Full details of what happened.

If it is possible (and won't endanger you or other road users), please take photos of the accident with a camera or mobile phone, as this can help to confirm certain accident details. Include pictures of the damage to both vehicles, any injuries and the general scene.

All the information you gather will help your insurer and legal representatives (if you have chosen Legal Expenses on your policy) to assist you in getting things sorted out as quickly and easily as possible.

Want to add Legal Expenses cover to your policy?

# RING 0345 650 0345

Lines are open 8.30am to 8pm Monday to Friday and 8.30am to 4pm Saturday

## Informing your insurer

- Call your insurer – using the number shown on page 2 of this policy booklet
- Complete and return any accident report form that your insurer sends you
- If you need to contact your insurer during the claims process, you should call the phone number your insurer sends you and remember to have your claims reference number handy, as this will make it easier to get a quick update on your claim.  
***Don't forget – If your car is taken away for assessment or repair, please remember to remove all your personal belongings from the car.***

## Recovering losses you are not insured for -

### Legal Expenses cover

Your car insurer is not responsible for recovering losses you are not insured for, such as your policy excess. Full details of Legal Expenses insurance and how you make a claim can be found on pages 34-42 of this booklet. This optional Legal Expenses cover is designed to help you if the accident was not your fault and:

- You have suffered an injury
- You have incurred losses you are not insured for
- You are seeking compensation for damage to your belongings.

# How to make a claim

## Start of the claims process

- 1 If your car is involved in an incident or you need to make a claim, please phone your insurer as soon as possible
- 2 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 and do not have your Certificate of Motor Insurance with you, all you need to do is give your car registration number
- 3 You may be sent a report form to fill in and return to your insurer. All correspondence will be answered within five working days of receiving it.

## Settling your claim

In the event of damage to your car, fire or theft, your insurer 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, your insurer will pay for the car to be collected and taken to the nearest approved repairer.

### If the car is economically repairable

If your insurer decides to repair your car, an approved repairer will repair it.

***You will benefit from the following repair service:***

#### Authorisation

You do not need to get any estimates and repairs can begin immediately after your insurer has authorised them.

#### Repairs

If damage to the car is covered and it can be repaired, your insurer will arrange for one of its approved repairers to contact you to arrange to collect the car. As long as you own the car, workmanship by approved repairers has a lifetime guarantee.\*

\*Any repairs carried out by an approved repairer have a workmanship guarantee for as long as you own the car. Defective parts will be replaced without charge as long as they are covered by the part manufacturer's warranty.

This is subject to the vehicle being maintained in accordance with the manufacturer routine maintenance schedule (in the event of a claim against this guarantee we may ask for documentation / invoices as evidence of this). Failure of components (such as tyres, exhaust, brakes) or bodywork damage will not be covered if failure or deterioration is through normal usage. To help assist in maintenance of the car, the Repairer will be happy to discuss arrangements for an annual bodywork inspection.

#### Delivery

When the work is done, your repairer will contact you to arrange a convenient time to deliver the car back to you.

Costs for delivering the car back to your address when the damage has been repaired, using the most practical and cost effective method will be paid.

#### Message relay

If you call your insurer after an accident, they can arrange to pass messages to friends, family or colleagues to tell them you are safe and if you will be delayed.

**Please note:** This service applies to incidents in the United Kingdom, the Isle of Man, the Channel Islands and while the car is being transported between any of these countries.

Continued overleaf...

# How to make a claim (continued)

## Please note:

- If the condition of the car is better after the repair than it was just before it was damaged, you may be asked to pay something towards the repair. This will be discussed with you before the repair is made
- The repairer can use parts (including recycled parts) that compare in quality to those available from the manufacturer.

If you do not want to use one of the approved repairers, you will need to send your insurer an estimate for authorisation and they may need to inspect the car. Your insurer may ask you to obtain alternative estimates from more than one repairer.

## If the car is a total loss

If your car is very badly damaged and it is decided that it does not make financial sense to repair it, your car will be declared a “total loss” – many people call this a “write off”.

Once an engineer has inspected and assessed the market value of the car, your insurer will send you an offer of payment to cover the market value of the car. Any payment made will be after any policy excess has been deducted.

**Please note:** the market value of your car provides you with sufficient funds to replace your car with one of a similar age, mileage and condition.

- If there is any outstanding loan on the car, your insurer may pay the finance company first
- If the market value of your car is more than the amount you owe the finance company, your insurer will pay you the balance
- If the market value of your car is less than the amount you owe the finance company, you may have to pay them the balance.

## What happens to the car?

When you accept an offer for “total loss”, then the car will belong to your insurer.

## Is the car less than one year old?

Your insurer will not pay more than the market value of the car unless all of the following apply –

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

**Please note:** if you buy a pre-registered car from a car dealership, then you will not be the first and only registered owner.

■ The car was supplied as new in the United Kingdom, the Isle of Man or the Channel Islands

■ The cost of repair is estimated to be more than 60% of the cost of buying an identical new car (based on the UK list price) at the time of the loss or damage.

In these circumstances, you can choose to ask your insurer to replace your car with a new car of the same make, model and specification and to pay the cost of delivery, using the dealers usual delivery service.

## Your insurer will only do this if they:

- Can buy a car straight away within the United Kingdom, Isle of Man or the Channel Islands and
- Have permission from the hire-purchase company, if this is how you bought the car and you have not finished paying for it.

## Overnight accommodation or onward transport

- If the car is not roadworthy after an accident, your insurer can arrange to get you and your passengers home or to your planned destination
- Alternatively, they will reimburse you for transport costs incurred to get you and your passengers home or to your planned destination, up to £150 for each person (limit of £400 each claim)
- If you cannot complete your journey, they will pay for overnight accommodation up to £50 for each person (£250 in total).

## Keeping you on the road while your car is being repaired

For incidents in the United Kingdom, the Isle of Man, the Channel Islands and while the car is being transported between any of these countries.

- If you are using an approved repairer, you will be offered a small courtesy car to drive whilst yours is being repaired

**Please note:** The courtesy car may not be the same size as your own car. If you wish to have a larger car, you may be able to upgrade if you pay an additional sum to the approved repairer, but this is something you will need to agree with the repairer at the time.

- With your agreement, the repairer may provide an alternative solution if this suits your needs better
- Once it has been decided that your car can be economically repaired by one of the approved repairers, you will be provided with the courtesy car:
  - If your own car cannot be driven, you will be provided with the courtesy car on the next working day. You will have this car for as long as the repairs to your own car take
  - If your own car is roadworthy and can still be legally driven, the courtesy car will be delivered when your car is collected for repairs
- While you have the courtesy car, you will be liable to pay fines for any parking or driving offences, congestion charges and any additional costs for any non-payment of these charges
  - The approved repairer will ask you to provide credit or debit card details, which can be used to pay for these costs, if any are incurred
- If your car is declared a total loss and written off, you will not be provided with a courtesy car. However, if you have chosen to take Legal Expenses cover, you may be entitled to a replacement hire car.

## Disposing of your car if it cannot be repaired

- If your car cannot be economically repaired or is a total loss, your insurer will offer you a settlement amount within one week of the date they receive the engineer's report
- Once this amount is agreed with you, your insurer will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents
- You will be asked to send in all the original documents asked for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate)

Continued overleaf...

## Disposing of your car if it cannot be repaired (continued)

- Your insurer will arrange for an appointed salvage agent to collect your car to dispose of it for you
- Please remember to remove all your personal belongings from the car before it is collected.

**Please note:** you may be able to get a refund on your car tax, for any unused months.

## Damaged glass

### Damaged windscreen and window glass

Your windscreen and window glass is covered as part of your car insurance.

### Calling your insurer

To arrange for your windscreen or window to be repaired or replaced, please call the number on the right.

### Saving you money

#### Get it repaired rather than replaced

Repairing a windscreen or window instead of replacing it can save you paying a £60 policy excess.

#### Use an approved glass company

If you use one of the approved glass companies, the cover provided by your policy is unlimited. Your insurer will give you details of the approved companies and arrange for one of them to repair or replace the glass.

If you choose not to use an approved company, the most your insurer will pay is £100 (after taking off any excess).

**RING AGEAS 0345 125 6862**

Lines are open 24 hours a day, 365 days a year

The diagram below may help you to recognise whether or not the break can be repaired.

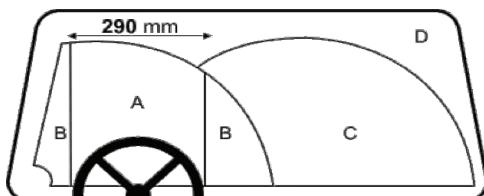
The following size of windscreen chip damage can be repaired in accordance with British Standard Code of Practice BS AU 242a :1998

Zone A Damage up to 10mm

Zone B Damage up to 15mm

Zone C Damage up to 25mm

Zone D Damage up to 40mm



**Please note:** There is a £60 policy excess for claims to replace damaged windscreen and window glass. However, there is no excess for repairs, so long as they are carried out by an approved repairer (otherwise an excess of £15 will be charged).

# Your car insurance cover

Your car insurance policy offers a range of benefits.

The table below provides a summary of benefits available but you should look at the full details in the various sections of this policy to understand what is and what is not covered.

Some of the words used in this section of the policy booklet have special meanings, which can be found on page 24/25.

An overview of the cover provided		
Type of Cover	Comprehensive	Policy section
Liabilities to third parties	✓	G
Using your car in the EU	✓	H
Driving a car that does not belong to you <i>Cover will be third party only and applies only if shown on your Certificate of Motor Insurance (conditions apply)</i>	✓	G
Fire or theft damage to own car	✓	C
Audio, navigation and entertainment equipment	✓	A&C
Accidental damage to your own car	✓	A
Personal belongings	✓	F
Damaged windscreen & window glass	✓	B
Overnight accommodation or onward transport	✓	A
Courtesy car whilst your car is being repaired	✓	A&C
Disposing of your car if it can't be repaired	✓	A&C
Personal accident	✓	D
Medical expenses	✓	E
Replacement Locks	✓	I
Helplines	✓	
No claims discount protection <small>Only included if shown on your policy schedule</small>	✓	K
Legal Expenses cover	Optional extra	
Excess Protection	Optional extra	
Replacement Car cover	Optional extra	

The rest of this section of your policy booklet explains in detail what you are and are not covered for by your car insurance policy. Please take the time to read this section carefully.

# Section A – Damage to your car

**Policy excess** - you pay the amount shown on the policy schedule.

**Please note:** Further excesses apply for younger drivers and for people who have held a full driving licence for less than a year. Full details are shown on page 13.

## What is insured

### Damage

Damage to the car caused by accidental or malicious damage, or vandalism.

### Audio, navigation and entertainment equipment

The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:

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

### If the car is not roadworthy after an accident

If the car is not roadworthy after an accident, which has been reported and your insurer has accepted the claim (not including glass), they can arrange to get you and your passengers home or to your planned destination. Alternatively, they will reimburse you for transport costs incurred to get you and your passengers home or to your planned destination, up to £150 for each person (up to a limit of £400). If you cannot complete your journey, they will pay for overnight accommodation up to £50 for each person (up to £250 in total).

### Child car seat

If your insurer is paying for loss of or damage to the car and you have a child car seat fitted to the car, they will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.

### Free courtesy car

To keep you on the road, your insurer will offer you a small courtesy car, free of charge, while the car is being repaired by one of their approved repairers. This only applies if the incident takes place in the United Kingdom, the Isle of Man and the Channel Islands.

### Whilst your car is being repaired

Once your insurer has decided that your car can be economically repaired by one of their approved repairers, what happens next depends on whether your car can still be driven and if it is still roadworthy:

- If your car is still roadworthy and can be legally driven, the courtesy car will be delivered when your car is collected for repairs
- If your car can't be driven, your insurer will provide the courtesy car on the next working day and you will have use of this car for as long as the repairs take.

With your agreement, the repairer may provide an alternative solution if this suits your needs better. More information on how your claim will be settled can be found on pages 7-10.

## What is not insured

- The excesses shown in the policy schedule
- An additional excess based on the age and the experience of the person driving or in charge of the car at the time of the accident:

## What is not insured

### Age/experience **additional excess**

- Under age 21 **£350**
- Ages 21-24 **£250**
- Ages 25 and over, but has not held a full driving licence issued within the United Kingdom, Isle of Man and the Channel Islands or the European Union for at least a year **£250**.

**Please note:** You must pay these policy excesses for every incident that you claim for under this section.

- Provision of a courtesy car if your own is declared a total loss

**Please note:** If you have chosen to take Legal Expenses cover, you may be entitled to a replacement hire car. To add Legal Expenses cover to your policy, call Rias Customer Services on **0345 650 0345**.

- Loss of, or damage to the car caused by malicious damage or vandalism 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
- Loss of, or damage to the car caused by: – fire, or by theft.

**Please note:** Whilst loss or damage caused by fire and theft is not covered in this particular section of your policy, it is included in Section C (Fire and Theft) and details of the cover can be found on page 15.

- 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.
- Loss or damage to the car resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.

### Loss of, or damage to:

- Any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car
- Any radar detection equipment
- Telephone or other communication equipment
- Loss of use of the car
- Wear and tear
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages
- Damage to your tyres caused by braking, punctures, cuts or bursts
- 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 United Kingdom, Isle of Man and the Channel Islands
- 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 network, for any lost or damaged parts of accessories, if these parts or accessories are not available
- The car losing value after (or because of) repairs
- The car being confiscated, or destroyed by, or under order of any government or public or local authority.

## Section B – Damaged windscreen and window glass

### What is insured

#### Costs

- The cost of repairing or replacing the windscreen or any window glass in the car damaged during the period of insurance
- The cost of any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

#### Using approved glass companies

- If you phone the windscreen claim number shown on page 10 of this policy booklet and use one of the chosen glass companies, cover is unlimited
- If you do not, the most your insurer will pay under this section is £100 (after taking off any excess).

**Please note:** There is no courtesy car provided under this section. A claim under this section only will not affect your no claims discount.

### What is not insured

- The first £60 of any claim, if the glass is replaced rather than repaired
- The first £15 of any claim, if the glass is repaired by a repairer not approved by your insurer
- Repair or replacement of any windscreen or window, if it is not made of glass
- 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 United Kingdom, the Isle of Man or the Channel Islands
- Any amount over the cost shown in the manufacturer's latest guide price, plus fitting costs in line with those charged by our approved repairer network, for any lost or damaged parts or accessories, if these parts or accessories are not available
- Mechanical, electrical, electronic or computer failures or breakdowns, or breakages to sunroof and hood mechanisms
- Loss of use of the car.

### Policy excess

- You pay the first £60 of any claim if the glass is replaced
- There is **no** excess to pay if the glass is repaired by an approved repairer (otherwise an excess of £15 will be charged).

## Section C – Fire & Theft

### What is insured

#### Fire, theft and attempted theft

Loss of (or damage to) the car caused by fire, theft or attempted theft.

#### Audio, navigation and entertainment equipment

The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:

Amount
<b>Unlimited</b> If the equipment is <b>fitted as original equipment</b> by the manufacturer and if <b>permanently fitted</b> to the car.
<b>£300</b> For any other equipment if <b>permanently fitted</b> to the car.

See pages 7-10 for details of how claims are settled.

#### Child car seat

If your insurer is paying for loss of or damage to the car and you have a child car seat fitted to the car, they will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.

#### Free courtesy car

To keep you on the road, your insurer will offer you a small courtesy car, free of charge, while the car is being repaired by one of their approved repairers. This only applies if the incident takes place in the United Kingdom, the Isle of Man and the Channel Islands.

#### Whilst your car is being repaired

Once your insurer has decided that your car can be economically repaired by one of their approved repairers, what happens next depends on whether your car can still be driven and if it is still roadworthy:

- If your car is still roadworthy and can be legally driven, the courtesy car will be delivered when your car is collected for repairs
- If your car can't be driven, your insurer will provide the courtesy car on the next working day and you will have use of this car for as long as the repairs take.

With your agreement, the repairer may provide an alternative solution if this suits your needs better. More information on how your claim will be settled can be found on pages 7-10.

Continued overleaf...

## Section C – Fire & Theft (continued)

### What is not insured

- The policy excess, which is shown on your policy schedule
- 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
  - 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.
  - Resulting from deception by a person pretending to be a buyer, or acting on behalf of a buyer
- Loss of (or damage to):
  - Any audio, navigation and entertainment equipment, unless this equipment is permanently fitted to the car
  - Telephone or other communication equipment
  - Any radar detection equipment.
- 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 United Kingdom, Isle of Man and the Channel Islands
- Any amount over the cost shown in the manufacturer's latest guide price, plus fitting costs in line with those charged by our approved repairer network, for any lost or damaged parts or accessories, if these parts or accessories are not available
- The car losing value after (or because of) repairs
- The car being confiscated, or destroyed by, or under order of any government or public or local authority
- Loss from taking the car and returning it to its legal owner

**For example:** if you buy a car and subsequently find that it is stolen and it has to be returned to its original owner, you are not covered for any financial loss you incur

- Loss of use of the car.

### Policy excess

- You pay the first amount shown on your policy schedule.

## Section D – Personal accident

### What is insured

#### Who is covered?

- You in **the car (or any other car that you do not own)**
- Your partner in **the car (or any other car that you do not own)**
- Any other passenger in **the car insured on your policy only**, as long as there is a passenger seat for that person.

#### Under what circumstances?

If any of the people outlined above are accidentally killed or injured while:

- Getting into
- Travelling in
- Getting out of your car or any other car that you do not own (except for other passengers, who are covered only in the car insured on your policy), your insurer will pay the following for:

Death	£5,000
Total and permanent loss of sight in both eyes	£5,000
Total and permanent loss (at or above the wrist or ankle) of both hands or both feet, or one hand together with one foot	£5,000
Total loss by severance (at or above the wrist or ankle) of one hand or one foot, together with the total and permanent loss of sight in one eye	£5,000
Total and permanent loss (at or above the wrist or ankle) of one hand or one foot	£3,000
Total and permanent loss of sight in one eye	£3,000

These amounts will only be paid if:

- The cause of the death or loss is an accident involving a car
- The death or loss happens within three months of the accident.

### What is not insured

- More than £10,000 for any one accident
- More than £5,000 to any one person for any one accident
- If you, your husband, wife or civil partner has more than one policy with your insurer, they will only pay under one policy
- Death or injury caused by suicide or attempted suicide
- Death of or injury to any person not wearing a seat belt when they have to by law
- 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
- No cover is provided under this section if the policy is held in the name of a business.

### Policy excess

- There is **no excess** on personal accident claims.

## Section E – Medical expenses

### What is insured

If you or anyone in the car is injured in an accident involving the car, your insurer will pay up to £300 in medical expenses for each injured person.

### What is not insured

- No cover is provided under this section if the policy is held in the name of a business.

### Policy excess

- There is **no** excess on medical expenses claims.

## Section F – Personal belongings

### What is insured

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.

### What is not insured

- More than £150 per person for each incident
- Any goods, tools or samples that are carried as part of any trade or business
- Loss of (or damage to) telephone or other communication equipment
- Money, stamps, tickets, documents and securities (such as share or bond certificates)
- 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
- Loss of (or damage to) any radar detection equipment.

### Policy excess

- There is **no** excess on personal belongings claims.

## Section G – Liabilities to third parties

If you cause damage to someone or something with your car, then you may have incurred a legal liability to someone else and they may have a right to make a claim for compensation against you.

**For example:** – someone is injured in an accident that you have caused.

### What is insured

Your policy provides cover for legal liability for the death of or injury to any person and damage to property caused directly or indirectly by –

#### You and your actions:

- You using the car
- You using a car not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, as long as all of the following apply:
  - Your current Certificate of Motor Insurance allows you to do so
  - You have the owner's permission to do so
  - You still have your car and it has not been damaged beyond economical repair, nor been stolen and not recovered
  - The car you are using is registered in the Geographical Limits defined in this policy and is being used within this area
  - You are not insured under any other insurance to drive the car
  - There is a current and valid policy of insurance held for the car in accordance with the Road Traffic Acts.
- 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.

#### Other people and their actions:

- Anyone 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
- Any person using (but not driving) the car with your permission for social, domestic and pleasure purposes
- Any passenger in, getting into or getting out of the car
- Anyone using the car with your permission 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.

#### Where agreed your insurer will also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in Scotland, Northern Ireland, the Isle of Man or the Channel Islands)
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy

Continued overleaf...

## Section G – Liabilities to third parties (continued)

### What is insured (continued)

- 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
- Any other costs and expenses for which your insurer has given their written permission
- Charges set out in the Road Traffic Acts.

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

### What is not insured

- Any amount your insurer has not agreed to in writing
- 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
- Loss of (or damage to):
  - Property owned by (or in the care of) the person who is claiming cover under this section
  - A vehicle, trailer, trailer caravan or broken- down vehicle covered by this policy.
- Any claim for pollution or contamination unless it is caused by a sudden, identifiable event that was unintended and unexpected and happened at one specific time and place
- Any amount over £1 million for one pollution or contamination event
- Any amount over £20 million (excluding costs and expenses) for any one claim (or series of claims) arising from one event that causes loss of (or damage to) property, including any indirect loss or damage
- Any amount over £5 million for all costs and expenses, for any one claim (or series of claims) arising from one event that causes loss of or damage to property.

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

### Policy excess

- There is **no** excess on claims for liabilities to third parties.

## Section H – Using your car abroad

### What is insured

- You will be covered for your legal liability to others while you (or any driver covered by this policy) are using the car:
  - Within the European Union
  - In any other country which has agreed to follow Article 8 of the EC Directive 2009/103/EC relating to Civil Liabilities arising from the use of motor vehicles.

**Please note:** You do not need an International Motor Insurance Card (Green Card) for visits to these countries.

- Your insurer will also provide fully comprehensive cover for up to 90 days in any period of insurance while you are using the car within the countries mentioned above
- Your insurer may agree to extend the cover for more than 90 days as long as all of the following apply:
  - The car is taxed and registered in the United Kingdom or the Isle of Man
  - Your main, permanent home is in the United Kingdom or Isle of Man
  - Your visit abroad is only temporary
  - You tell Rias before you leave
  - You pay any extra premium your insurer asks for.
- If you want to extend your policy to give the same cover to a country outside the countries mentioned above, you must:
  - Tell Rias before you leave
  - Get written agreement from your insurer to cover you in the countries involved
  - Pay any premium your insurer asks for.If your insurer agrees to your request, they will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.
- Your insurer will also pay customs duty if your car is damaged and they decide not to return it after a valid claim on the policy.

### What is not insured

- If your Certificate of Motor Insurance allows you to drive any other vehicle, that cover does not apply outside of the Geographical limits.

### Policy excess

- You pay the amount shown in the policy schedule.

## Section I – Replacement locks

### What is insured

If the keys, lock transmitter or entry card for a keyless entry system of the car are lost or stolen, your insurer will pay up to £500 towards the cost of replacing:

- All entry locks that can be opened by the missing item
- The lock transmitter, entry card and central locking system
- The ignition and steering lock

as long as they are satisfied that any person who may have your keys, transmitter or card, knows the identity or garage address of the car.

Your insurer will also pay the cost of protecting the car, transporting it to the nearest repairers when necessary and delivering it after repair to your address, using the most practical and cost effective methods.

**Please note:** Your no claim discount will not be affected by a claim made under this section of the policy.

### What is not insured

- The first £100 of any claim
- Any claim where the keys, lock transmitter or entry card are either –
  - a) Left in or on the car at the time of the loss or
  - b) Taken without your permission by a member of your immediate family, or a person living in your home

### Policy excess

- You pay the first £100 of any claim.

## Section J – Your no claim discount

- As long as a claim has not been made during the period of insurance immediately before your renewal, a discount will be included in your renewal premium
- If a claim is made during the period of your insurance, the discount will be reduced or removed in line with your insurer's current

scale and you may also have to pay a higher excess and/or higher premium on your policy

- Your no claim discount will not be affected if the only claims made are for a broken windscreen (Section B) or for replacement locks (Section I).

### Important - About your no claims discount

You must provide us with written confirmation of your entitlement to the number of years discount you disclosed within 10 days. If we do not hear from you or receive your proof we will send notification that we will cancel your policy and you will be charged an administration fee. Please refer to you Terms of Business agreement for details of fees and charges that apply.

If you make a claim following an accident with an uninsured driver, you will not lose your no claim discount or have to pay any excess, provided that:

- The insurer can establish that the accident is not your fault and the driver of the other vehicle is not insured;
- You give the insurer the other vehicle's make, model and valid registration number.
- It will help the insurer to confirm who is at fault if you can supply the name and addresses of any independent witnesses, if available.
- If possible you should also supply the name and address of the person driving the other vehicle.
- When you claim you may have to pay your

excess and may also temporarily lose your no claim discount.

- If subsequently the insurer is satisfied that the accident was not your fault, they will repay your excess, reinstate your no claim discount and refund any premium which may be due to you.

## Section K – No claims discount protection

**Please note:** You will only have no claim discount protection on your policy if it is shown on your policy schedule.

- You will not lose any of your no claim discount as long as:
  - No more than two claims are made in the three-year period immediately before your renewal
- After a second claim is made in any three-year period:
  - Your no claim discount will no longer be protected and any further claims will result in the loss of (or reduction to) your no claim discount
- You may also have to pay a higher premium or policy excess if any claims are made
- Your no claim discount won't be affected if the only claims made are for a broken windscreen or window glass or for replacement locks.

## Important information!

### Your car insurance policy

This contract of insurance (policy) is between you and your insurer. No one else has any rights under this policy or has the right to enforce any part of it under the Contracts (Rights of Third Parties) Act 1999.

Under the terms of this insurance policy, your insurer will provide cover against accidental injury, loss or damage that happens during the period of insurance and within the United Kingdom, the Channel Islands or the Isle of Man, in return for you paying or agreeing to pay the premium.

# Important information!

**This insurance policy is based on information you gave Rias on the proposal form or during a telephone conversation (and which is shown in a statement of insurance or statement of fact) and any other information you provided.**

It is an offence under the Road Traffic Act to make a false statement or withhold any requested information for the purposes of obtaining a Certificate of Motor Insurance.

Important notice - you are required by the Consumer Insurance (Disclosure and

Representations) Act 2012 to take care to supply accurate and complete answers to all the questions on the proposal form or asked during a telephone conversation (or those declared on the statement of insurance or statement of fact) and to make sure that all information supplied is true. Failure to supply accurate and complete information may mean that your policy is invalid and that it will not operate in the event of a claim.

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

## Details of the insurers underwriting your policy

Optional cover you have selected will be shown on your policy schedule.

### Car insurance

**Ageas Insurance Ltd**, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Registered number: 354568. FCA firm reference number: 202039.

### Optional cover

#### Legal Expenses/Replacement Car/Excess Protection/Key Protection/Personal Accident

Ageas Insurance Limited. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services register no 202039.

## Words with special meanings

Throughout this car insurance policy booklet, certain words and phrases have special meanings and these are explained on the page opposite.

**Please note:** The words used for Legal Expenses cover (starting on page 34) have special meanings, and these can be found on page 34/35.

### **Certificate of Motor Insurance**

The proof of the motor insurance you need by law. The Certificate of Motor Insurance shows:

■ What car is covered ■ Who is allowed to drive the car ■ What the car can be used for.

If your Certificate of Motor Insurance allows your car to be driven by any driver, your schedule will show any restrictions that apply.

### **Endorsement**

An additional condition that alters the cover provided.

### **Excess**

The part of a claim you must pay. Sometimes more than one policy excess can apply. If this is the case, you will need to pay all of these.

### **Geographical limits**

United Kingdom (England, Wales, Scotland, Northern Ireland), the Channel Islands or the Isle of Man and while the car is being transported between any of these countries.

### **Market value**

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

### **Partner**

Your husband, wife or civil partner, or person with whom you have a relationship with as if married and who is living at the same address as you. This does not include any business partners or associates unless you also have a relationship with them as described above.

### **Period of insurance**

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

### **Proposal**

The application form (proposal) and the information that you provided, including information given on your behalf and verbal information you give before your policy starts.

### **Schedule**

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

### **Statement of insurance or statement of fact**

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

**It is important that you check this information carefully and notify Rias if any of this information is incorrect.**

### **Terrorism**

Terrorism as defined in the Terrorism Act 2000.

### **The car**

Any motor vehicle for which you have provided details and for which you have been issued with 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.

### **You, your**

The person or company shown under "Policyholder details" or "Insured details" on the schedule.

### **Your insurer, they, their**

The insurer underwriting this car insurance policy.

## Car insurance conditions

### Claims

You should report any claim to your insurer as soon as possible. Contact details for your insurer can be found at the front of this policy booklet. You must send your insurer any letter, claim, writ or summons as soon as you receive it. You must also let them 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. Unless you have your insurer's written permission, you (or any other person who claims under this policy), must not:

- Negotiate on any claim made against you
- Admit fault
- Make any payment, offer or promise of payment.

In dealing with any claim under the terms of this policy, your insurer may:

- Carry out the defence or settlement of any claim and choose the solicitor who will act for you in any legal action
- 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 their insurer any reasonable information they are asked for.

### Right of recovery

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

### Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, your insurer will only pay their share of the claim.

### Reasonable precautions

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. Your insurer may examine the car at any time.

### Keeping to the terms of the policy

Your insurer will only pay claims if:

- Any person claiming cover has met with all the terms of the policy, as far as they apply
- The declaration and information given on the proposal form or during a telephone conversation (or shown in the statement of insurance or statement of fact), is complete and correct as far as you know.

## **Protection against Fraud and Misrepresentation**

Fraud and misrepresentation have an impact on both us and our customers, so we take certain measures to prevent them.

### **Misrepresentation**

We would class a deliberate or reckless misrepresentation as a person or anyone acting on their behalf knowingly, or without care:

- Providing answers to our questions which are dishonest, inaccurate or misleadingly incomplete, or
- Misleading us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium.

### **Fraud**

A person is committing fraud if they or anyone acting on their behalf knowingly:

- Make a fraudulent or false claim in full or in part:
  - by providing false information in order to influence us to accept a claim;
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

### **How we deal with fraud and misrepresentation to protect us and our customers**

If we find that a deliberate or reckless misrepresentation has been committed we will have the right to:

- void your policy without refund (treat it as if it never existed) and refuse to pay any claim. We will also cancel all policies which you have with us, and apply a cancellation charge.

If we find that any form of claims fraud has been committed we will have the right to:

- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by us, including investigation and legal costs

In addition we may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases

### **Cancelling your policy**

**There will be a charge applied when you cancel. For full details of all charges please refer to the Terms of Business Agreement.**

- You have 14 days from when you receive your policy documents or the purchase date of your policy, whichever is later, to telephone or write to Rias at the address shown below if you want to cancel your policy. This is known as a cooling-off period. If you cancel your policy and cover has not started Rias will refund any premium paid. If you cancel your policy and cover has started as long as you have not made a claim 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, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or 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, 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.

## Car insurance conditions (continued)

- You may cancel your policy any time after the cooling-off period by telephoning or writing to Rias at the address shown below. As long as you have not made a claim 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 you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or 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, you must pay the full annual premium and you will not be entitled to any refund.

Your insurer and Rias have the right to cancel this policy at any time by sending you seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in the risk of providing cover to you no longer being acceptable to your insurer or Rias.
- Where the circumstances of a new claim, or an incident the insurer or Rias have become aware of means that the insurer or Rias no longer wish to provide cover.
- Where a fraudulent claim has been submitted or the insurer suspects fraud on this or any other policy you have with Rias.
- 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 the insurers' or Rias' staff, suppliers or agents acting on the insurers' or Rias' behalf.
- Where any person claiming cover under this policy fails to provide the insurer or Rias with any reasonable information or documents (such as no claims bonus) the insurer or Rias ask for. (Notice will be sent to you allowing you an opportunity to rectify the situation by providing the insurer or Rias with the information or documents).
- Where you or anyone acting on your behalf failed to take reasonable care to provide the insurer or Rias with accurate information when you took out, renewed or asked for changes to be made to your policy in circumstances where the insurer would not be able to (or have chosen not to) treat your policy as if it did not exist in accordance with the requirements detailed under the section 'Changes you must tell Rias about', but where the insurer nevertheless no longer wishes to provide cover going forwards.
- Where Rias is unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from. (Notice will be sent to you allowing you an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made).
- Where Rias is unable to collect a premium payment due to a Direct Debit Instruction being cancelled. (Notice will be sent to you allowing you an opportunity to rectify the situation by paying the full outstanding premium).

As long as you have not made a claim 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 you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or 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, you must pay the full annual premium and you will not be entitled to any refund.

## **Changes you must tell Rias about**

You must tell Rias about any of the changes listed on page 4 straight away. Failure to tell Rias or your insurer about these changes or any changes to the information detailed on your statement of fact, policy schedule or Certificate of Motor Insurance, could result in your policy being voided (as if the policy never existed) and your insurer may not pay your claim. Any changes made to your policy may result in a change to your premium and/or excess and there will be an administration charge

## **Charges**

If you make any changes to your policy during the period of cover, you will incur an administration charge. If you wish to cancel your policy you may also incur an administration fee.

Refer to your Terms of Business Agreement for full details of our charges

**Please be aware that all references to 'us', 'we' and 'our' in the following section (Your information and what we do with it) only, refer to both Rias, your insurer Ageas Insurance Limited and any other insurer providing optional cover products.**

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

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go [rias.co.uk/privacy-policy](http://rias.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).

### **Collecting your information**

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

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- information about your use of our website such as your IP address which is a unique number identifying your computer
- 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:

- you or someone connected with you, as well as publicly available sources of information like social media and networking
- third parties' databases that have been made 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 a quotation for a policy.

## Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, 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 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.

- where we believe 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 anti-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
  - contacting you if you fail to complete an online quotation to see if we can offer you any help with this.
- If you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

## How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address on the previous page or
- calling us – 0345 234 0117

## Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful

information about cookies, including how to remove them, can be found on our website.

## **Sharing your information**

We share your information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected 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 we use to recover money you may owe us or to whom we may sell your debt
- other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

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

## **Keeping your information**

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

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

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we 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 though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

## **Your rights**

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

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict or you can object to the use of your personal information
- withdrawing any previously provided permission for us to use your personal information
- complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are 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 statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## **Law applicable to the contract**

English law will apply to this contract, unless you and your insurer agree otherwise.

## **Language**

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

## **Policy exclusions**

Your car insurance policy does not cover you for the following and claims will not be paid in these circumstances. However, your insurer will provide the minimum cover needed under compulsory motor insurance legislation.

### **1. We will not pay any claims arising directly or indirectly from the following:**

- 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, other than while the car is with a member of the motor trade for servicing or repair.
- The car being driven, with your permission, by anyone who you know does not hold a driving licence or is disqualified from driving. However we will still give cover if the person used to hold a licence and is allowed to hold one by law.
- The car being driven by someone who does not meet all the conditions of their driving licence. An example of this would be a provisional licence holder driving without appropriate supervision as required by law.
- The car being used for a purpose that is not shown as covered in your certificate of motor insurance, other than while the car is with a member of the motor trade for servicing or repair. An example of this would be using a car for business purposes when you have not insured it for this purpose.
- The car being used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nurburgring.
- The car being used for criminal purposes or deliberately used to threaten to 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 policy is not valid if:**

- The car is made or altered to carry more than eight people including the driver; or
- You are carrying the passengers as part of a business of carrying passengers; or
- You are making a profit from the payments you receive.

### **3. Claims arising directly or indirectly from any of the following:**

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
- Pressure waves caused by aircraft (and other flying objects) travelling at any speed

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military or usurped power
- Acts of terrorism.

4. Claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G (liabilities to third parties) of this policy

**Please note:** Riots or civil disturbances in Northern Ireland are excluded.

5. Any liability you accept under an agreement or contract, unless you would have been legally liable anyway.

**Please try to avoid admitting fault at the scene of an accident – just exchange your insurance details with anyone else involved**

6. Any decision or action of a court which is not within the geographical limits of this policy (i.e. the United Kingdom, Channel Islands or Isle of Man) unless the proceedings are brought, or a judgement is given, in a foreign court because the car was used in that country and your insurer had agreed to cover it there

7. 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.

**Please note:** You will be covered at airports in areas where the general public are allowed, such as airport car parks and pick-up and drop-off areas.

## Endorsements

**This section only applies if you have the particular endorsement shown on your policy schedule. You will need to comply with these additional policy conditions (also known as endorsements) in order for your policy to be valid.**

- I Your insurer will not pay for any loss or damage if any security or tracking device fitted to the car has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.
- Y Your insurer will not pay for any claim when the car is being driven by, or is in the charge of:
  - Anyone who is under 25 years old, or
  - Anyone who does not hold a full driving licence to drive the car, issued in the United Kingdom, the Isle of Man, the Channel Islands, or the European Union unless you have sent their details to your insurer and they have accepted them in writing.
- Z For 'any driver' cover, your insurer will not pay for any claims when the car is being driven by, or is in the charge of, anyone who is under 30 years old, unless you have sent their details to your insurer and they have accepted them in writing.

# Legal Expenses cover (Optional)

## Welcome to Legal Expenses

**Please note:** This optional cover only applies if it is shown on your summary of cover.

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Ageas Insurance Limited, on whose behalf we act. In return for the premium you have paid, the insurer agrees to insure you in accordance with the terms and conditions of this policy.

The insurance covers advisers' costs and other costs and expenses as detailed under the separate sections of cover, up to the limit of indemnity which is £100,000 where:

- a) The insured incident takes place within the period of insurance and within the territorial limits, and
- b) The legal action takes place in the territorial limits.
- c) Where there is reasonable prospects of success (see page 40 for more information).

Once your claim has been accepted, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises and you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser you will be liable to pay any advisers' costs over and above our standard advisers' costs.

Please note that at any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Further details about this are set out in this policy wording.

To make sure that you get the most from your cover, please take the time to read the documentation sent to you, which explains the policy between you and Arc Legal Assistance Limited. If you have any questions or would like more information, please contact Rias Customer Services on **0345 650 0345**.

## Want to add Legal Expenses cover to your policy?

Call Rias now on

**0345 650 0345**

Lines are open 8.30am-8.00pm Monday to Friday and 8.30am-4.00pm Saturday

## Need to make a claim?

You should call **0345 841 0019** to obtain advice and request a claim form. Upon return of a completed claim form we will assess the claim, and if covered send details to the adviser who will then contact you to discuss any assistance you require (including a claim in relation to a hire car or vehicle repairs).

Unless a conflict of interest arises you are not covered for legal fees incurred before court proceedings are issued, unless you use our panel of solicitors or their agents which we will appoint to act for you.

## To claim, call on

**0345 841 0019**

Lines are open 24 hours a day

**Please quote 'Rias motor legal'**

## Words with special meanings

Throughout this section (pages 34-42), your Legal Expenses cover has certain words and phrases, which have special meanings and these are explained below.

### Action

The pursuit of civil proceedings and appeals against judgement following a road traffic accident; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the vehicle; the defence of criminal motoring prosecutions in relation to the vehicle and the defence of civil legal cases and criminal prosecutions in relation to vehicle cloning.

### Adviser

Ageas Law LLP or one of our other specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

### Advisers' costs

Legal and accountancy fees and costs incurred by the adviser. Third party's costs shall be covered if awarded against you.

### Conditional fee agreement

An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.

### Conflict of interest

There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. 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 us by Rias as shown on your Certificate of Motor Insurance.

### Limit of indemnity

The maximum amount payable in respect of an insured incident

### Road traffic accident

A traffic accident in the territorial limits involving the insured vehicle occurring during the insured period on a public highway or on a private road or other public place for which you are not at fault and for which another known insured party is at fault.

### Standard advisers' costs

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

## Words with special meanings (continued)

### **Territorial limits**

- Uninsured loss recovery and personal injury: The European Union.
- All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

### **Underwriters**

Ageas Insurance Limited.

### **Vehicle**

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

### **We/us/our**

Arc Legal Assistance Ltd.

### **You/your**

The person responsible for insuring the vehicle declared to us. This is extended to include the authorised driver and passengers for uninsured loss recovery and personal injury.

## **Personal Injury**

### **What is insured**

You are covered for Advisers' Costs to pursue damages claims arising from a Road Traffic Accident whilst You are in, boarding or alighting the Vehicle against those whose negligence has caused Your injury or death.

### **What is not insured**

Claims:

- Relating to an agreement You have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from You suffering physical injury.

## **Uninsured Loss Recovery**

### **What is insured**

You are covered for Advisers' Costs to pursue damages claims arising from a Road Traffic Accident against those whose negligence has caused You to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims court limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will be covered subject to the conditions applicable to this insurance.

### **What is not insured**

Claims

- Relating to an agreement you have entered into with another person or organisation.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's

Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

## **Motor prosecution defence**

### **What is insured**

Advisers' costs to defend an action in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome of the action and when it is in the public interest to do so. Support for such pleas is solely at the discretion of us.

### **What is not insured**

Claims:

- For alleged road traffic offences where you are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where You have been advised by a medical professional not to drive.
- For advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which you do not get penalty points on your licence for.

## **Motor contract disputes**

### **What is insured**

You are covered for advisers' costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the vehicle including the vehicle itself. At least £250 including VAT must be in dispute.

### **What is not insured**

Claims:

- Where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## **Vehicle cloning**

### **What is insured**

You are covered for advisers' 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 your vehicle's identity being copied without your permission.

## **Motor Insurance Database disputes**

### **What is insured**

You are covered for advisers' 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 broker/insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on that database.

### **Total legal - additional legal services**

In this policy Our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected.

Examples are:

- Sale of motor vehicle and challenging parking penalties.
- Divorce and child custody issues.
- Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel of solicitors. Our panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact 0345 841 0019 and quote 'Rias Motor Legal' for an initial telephone consultation which will be provided at no cost to you. Our panel of solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

### **The Arc legal document service**

As part of your Legal Expenses Insurance policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives you peace of mind that if you are faced with a legal issue, you may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact [ageaslegaldocs@arclegal.co.uk](mailto:ageaslegaldocs@arclegal.co.uk).

## General exclusions

### There is no cover:

- Where the insured incident began to occur or had occurred before you first purchased this insurance.
- Where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser.
- Where an estimate of your advisers' costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- Where your act or omission prejudices your, or the underwriter's position in connection with the action.
- Where advisers' costs have not been agreed in advance or exceed those for which we have given our prior written approval.
- For advisers' 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 our standard advisers' costs where you have elected to use an adviser of your own choice.
- For claims over loss or damage where that loss or damage is covered under another insurance policy.
- For claims made by or against the underwriters, us or the adviser.
- Where your motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For advisers' costs beyond those for which we have given our prior written approval.
- For an application for judicial review.
- For appeals without our prior written consent.
- 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 we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the adviser.
- Where at the time of the insured incident you were disqualified from driving, did not hold a licence to drive or the vehicle did not have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use.
- For disputes over the level of advisers' costs claimed from another party.
- For advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by you.
- For your solicitors own costs where your claim is being pursued under a conditional fee agreement.
- Where the Insured incident occurs outside the Insured period.
- For motoring prosecutions where your car insurers have agreed to provide your legal defence.

## Conditions

### 1 Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under the 'Need to make a claim' section.
- b) We shall appoint the adviser to act on your behalf.
- c) We may investigate the claim, take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the legal action.
- d) You must supply at your own expense, all of the information which we require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers costs' in excess of our standard advisers costs. The adviser must represent you in accordance with our standard conditions of appointment available on request.
- e) The adviser must:
  - i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge
  - ii.) Keep us fully advised of all developments and provide such information as we may require
  - iii.) Keep us regularly advised of advisers' costs incurred
  - iv.) Advise us of any offers to settle and payments in court. If against our advice such offers or payments are not accepted there shall be no further cover for advisers' costs unless we agree in our absolute discretion to allow the case to proceed
  - v.) Submit bills for assessment or certification by the appropriate body if requested by us
  - vi.) Attempt recovery of costs from third parties
  - vii.) Agree with us not to submit a bill for advisers' costs to the underwriters until conclusion of the legal action.
- f) In the event of a dispute arising as to advisers' costs we may require you to change adviser.
- g) Underwriters shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success as defined under condition 2.
- h) You shall supply all information requested by the adviser and us.
- i) You are responsible for any advisers' costs if you withdraw from the legal action without our prior consent. Any costs already paid under this insurance must be reimbursed by you.
- j) You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at their own cost.

### 2 Prospect of Success

At any time we may form the view that you do not have more than a 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support.

In forming this view we may consider:

- a) The amount of money at stake
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter
- c) The prospect of being able to enforce a judgement whether your interests could be better achieved in another way.

### 3 Disputes

Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where the parties agree, 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.

## **How to make a complaint**

Please see page 63 (complaints section) for details of how to complain about your Motor Legal Expenses cover or the service you have received.

## **4 English law**

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

## **5 Language**

The language for contractual terms and communication will be English.

## **6 Cancellation**

### **Cancellation within 14 days of starting this policy**

You have 14 days from either the purchase date of the policy or the date you receive the policy document (whichever date is later) to cancel this cover. You can cancel by writing to Rias or phoning Rias on 0345 234 0117.

Providing a claim has not been made, a full refund of your premium will be provided.

### **Cancellation after the 14 days**

Cancellation can take place immediately or at a later date by phoning Rias on 0345 234 0117. No refund of premium will be provided.

We, Rias or anyone we authorise, may cancel the insurance by giving seven days notice in writing to you at the address shown on the schedule, or alternative address provided by you. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of you behaving inappropriately, for example:

- Where we have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

## **7 Contracts (Rights of Third Parties) Act 1999**

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.

## **8. Other Insurances**

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

## **9) Fraud**

In the event of fraud, We:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to You in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
- d) Will no longer be liable to You in any regard after the fraudulent act.

## **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## **Insurance Premium Tax**

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums and is included in the premium you pay.

# Excess Protection cover (Optional)

Want to add Excess Protection  
cover to your policy?

Call Rias now on

## 0345 650 0345

Lines are open 8.30am-8.00pm Monday  
to Friday and 8.30am-4.00pm Saturday

### Welcome to Excess Protection

**Please note:** This optional cover only  
applies if it is shown on your policy schedule.

We will use the details that you have given us  
to provide the services and benefits set out  
in this policy, subject to the following terms,  
conditions and exclusions. You should read all  
of these carefully, to ensure this policy meets  
your needs. If you have any questions or would  
like more information, please contact Rias  
Customer Services on **0345 650 0345**.

This policy is underwritten by Ageas Insurance  
Limited, Ageas House, Hampshire Corporate  
Park, Templars Way, Eastleigh, Hampshire,  
SO53 3YA. Registered in England and Wales  
No 354568.

The Excess Protection policy provides  
insurance to cover reimbursement, up to the  
sum insured, for your excess under your Motor  
Car Insurance Policy following the successful  
settlement of a claim in respect of malicious  
damage, accidental damage, fire, attempted  
theft, recovered theft or where the vehicle is  
stolen and remains unrecovered.

#### Need to make a claim?

We hope you do not suffer any misfortune that  
would result in you making a claim but if you  
do, please read this policy wording to ensure  
the incident is covered under the terms of this  
policy. If you believe your claim to be valid then  
contact Ageas Services (UK) Limited on the  
number below.

Before consideration is given to the settlement  
of your claim, you will be required to provide  
supporting documentary evidence of your  
excess. This will either be a copy of your excess  
receipt or written confirmation from your motor  
car insurance company of the excess. Failure  
to provide necessary documentation may  
jeopardise your claim.

To claim, call on

## 0345 415 0483

Lines are open 24 hours a day,  
365 days a year

## Words with special meanings

Throughout this section (pages 43-46), your Excess Protection policy has certain words and phrases, which have special meaning and these are explained below.

### Excess

The first amount which you are required to pay under the terms and conditions of your car insurance policy following an insured incident.

### Insured incident

Malicious damage, an accident, fire, attempted theft, recovered theft or where the car has been stolen and remains unrecovered and where no recovery can be made from a third party.

### Insured person/you/your

The person or people shown on your car insurance schedule under 'Policyholder details' or 'Insured details' and who is a resident of Great Britain and Northern Ireland.

### Insured car

Any motor car for which you have provided details to Rias and for which you have been issued with a Certificate of Motor Insurance and for which a premium has been paid for the Excess Protection cover. The car registration number will be shown on your latest Certificate of Motor Insurance.

### Car insurance policy

The Comprehensive policy issued to you, which includes the Certificate of Motor Insurance in respect of the insured car.

### Period of insurance

The period of the car insurance policy which runs concurrent with this policy and does not exceed 12 months. If you have taken out this policy after the start date of your car insurance policy cover will be provided from the date you purchased it and will end on the expiry of your car insurance policy.

### Sum insured

Up to a maximum amount of £300 payable by us in respect of any one claim during any period of insurance.

### Third party

The other person(s) and/or party(s) responsible for the insured incident, excluding the insured person and/or policyholder (as defined in this policy).

## Your Excess Protection policy

### What is insured

This optional cover is designed to provide reimbursement of your excess in the event of a fault incident during the period of insurance:

- Where no recovery can be made from a third party
- To the value of your car insurance policy excess up to a maximum of £300  
(If your excess exceeds this amount you will be responsible for the difference)
- A maximum of two claims in the period of insurance.

### What is not insured

- Any claim where the total cost or repair/ replacement of the insured car does not exceed your excess under your car insurance policy
- Any excess which is recoverable from a third party
- Any claim where your car is classed as a commercial vehicle
- Personal effects, accessories, glass or audio/visual equipment  
(such as car phone, satellite navigation systems, cd or cassette player, radios etc)
- Any claim where the car was being used for hire or reward
- Any insured incident arising out of the use of an insured car by the insured person in connection with racing, rallies, trials or competitions of any kind
- Any claim where the motor insurer does not provide cover under the terms of the underlying car insurance policy
- Theft or malicious damage related claims which have not been reported to the police
- Any deduction or contribution from the settlement of your claim under your car insurance policy apart from the policy excess
- Any liability you accept by agreement or contract, unless you would have been liable in any case
- Deliberate non-disclosure or criminal act, which is found to our satisfaction to be of a fraudulent or false nature. The insured person will be held responsible for any costs paid or due where this happens
- Any insured incident, which happened before this policy started
- Any claim that arises from your unlawful use of drinks or drugs
- Any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## Conditions

You should note that the following conditions apply in all circumstances:

1. You must have a valid car insurance policy in force to claim on this cover
2. You must be a resident of Great Britain or Northern Ireland
3. You must hold a current driving licence and be entitled to drive the insured car

Please be aware that should the insured incident have been caused by a third party and as a result your excess has been waived or reimbursed, there will be no indemnity provided as no financial loss has been suffered.

### Cancelling your policy

You can cancel your policy within 14 days of the start date of your policy or the date you receive the policy documents (whichever is the later) by phoning 0345 650 0345. You are entitled to a full refund provided you have not made a claim. There is no refund in premium if your cover is cancelled after 14 days.

We may cancel this policy by giving you at least 14 days written notice at your last known address.

Valid reasons may include but are not limited to:

1. Fraud
2. Non Payment of premium
3. Threatening and abusive behavior
4. Non-compliance with policy terms and conditions
5. You or we cancel your underlying car insurance policy

This policy runs concurrently with your car insurance policy. If your car insurance policy is cancelled for any reason this policy will also be cancelled.

### How to make a complaint

Please see page 63 (complaints section) for details of how to complain about your Excess Protection cover or the service you have received.

### Governing Law and Language

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

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

### Whole Agreement

This Policy is supplied by Rias, a trading name of Ageas Retail Limited (FCA Firm Reference Number: 312468), Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, administered and underwritten by Ageas Insurance Limited. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services register no 202039. Where applicable, your claim may be dealt with by Ageas Services (UK) Limited, which is registered in England and Wales No. 179136. Ageas Services (UK) Limited is regulated by the Claims Management Regulator authorisation number CRM30633 - its registration is recorded on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk). Registered address for both is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered number for Ageas Insurance Limited is 354568 England and Wales and for Ageas Services (UK) Limited is 00179136 England and Wales.

# Replacement Car cover (Optional)

## Welcome to Replacement Car cover

**Please note:** This optional cover only applies if it is shown on your policy schedule.

### What is covered

This insurance cover provides you with a replacement car, within the geographical limits for up to 21 continuous days to help keep you on the road following an insured incident.

### Who provides your cover?

This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums and is included in the premium you pay.

Claims handling for this Replacement Car policy is provided by Ageas Services (UK) Limited.

The hire company provides the replacement car under this policy, but the contract of insurance remains between you and Ageas Insurance Limited.

If you or any insured person is under 21 years of age, the hire company may appoint another hire car company to provide you with your replacement car.

Please take the time to read the details of your Replacement Car policy. If there is anything you do not understand, please call Rias on 0345 650 1212 who will be happy to help.

### Claims line

**0345 125 2430**

Lines are open 7am – 11pm, 7 days per week

**Want to add Replacement Car cover to your policy?**

**Call Rias now on**

**0345 650 1212**

Lines are open 8.30am-8.00pm Monday to Friday and 8.30am-4.00pm Saturday

---

## **Definitions (relating to your Replacement Car cover only)**

All through your Replacement Car policy there are certain words which have special meanings which are shown below.

### **Act of nature**

A naturally occurring environmental event that includes but is not limited to storm, flood, earthquake or landslide.

### **Claims handler**

Ageas Services (UK) Limited.

### **Geographical limits**

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and while the insured vehicle is being transported between any of these countries.

### **Hire company**

Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or such other hire company as the insurer may appoint from time to time.

### **Insurer**

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, registered in England and Wales no 354568.

### **Insured incident**

A fault road traffic accident, theft, attempted theft, fire, vandalism, act of nature or an act of malicious damage within the geographical limits that renders the insured vehicle a total loss (a write off) or immobilised (as determined or accepted by the Insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).

### **Insured person**

A full driving licence holder and up to two named persons who hold full driving licences, all aged 18 years to 83 years inclusive, who are authorised under your motor insurance policy to drive the insured vehicle (as shown on the current certificate of motor insurance issued by Rias) as at the date of the insured incident.

### **Insured vehicle**

The vehicle specified in the motor insurance policy issued by Rias, for which you hold a current certificate of motor insurance at the time of the insured incident.

### **Motor insurance policy**

The motor insurance policy which you have taken out through Rias to cover your insured vehicle.

### **Period of insurance**

This Replacement Car policy will run concurrently with your motor insurance policy for a maximum of 12 months. If the policy was arranged after the start date of your motor insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your motor insurance policy.

## Definitions continued

### Replacement car

A replacement car which is provided to you on a temporary basis in the event of an insured incident.

The actual make and model of the replacement car will be decided by the hire company. The replacement car will, where possible, be of a similar engine size to the insured vehicle but will be subject to a maximum engine size of 2000cc.

### Replacement Car policy

This Replacement Car policy which is a separate and stand-alone insurance contract to your motor insurance policy.

### Third party

The other person(s) responsible for the insured incident, excluding any insured person.

### You, your

Any insured person.

---

## How to make a claim

If you need to make a claim for a replacement car due to an insured incident then please call Ageas Services (UK) Limited on 0345 125 2430. Lines are open 7am – 11pm, 7 days per week.

If you have a valid Replacement Car policy in place and the claim is due to an insured incident you will be provided with a replacement car within 1 working day of the claim being accepted.

The following process will be undertaken to provide a replacement car:

- You will be required to provide your crime reference number for all theft related claims.
- You will be required to present the following documents to the hire company;
  - Valid motor insurance policy documents including a current certificate of motor insurance
  - The photocard driving licence for yourself and any other insured drivers you wish to drive the replacement car.
- If you do not provide these documents and, if applicable, a crime reference number, you will not be provided with a replacement car and your claim will not be covered under this policy.
- You will be required to provide your credit or debit card details before the replacement car can be released for your use. You may be charged a fee of £1 on your card. This will be refunded when you return the replacement car to the hire company providing the conditions of this policy are met.

The hire car will be provided with some fuel and it is your responsibility to replenish the tank to the same level as you received it, ready for the hire company to collect (from any UK registered address). Any excess fuel cannot be refunded. You will be responsible for any additional, necessary costs that are incurred in delivering or collecting the car (e.g. tolls, water crossings).

In the unlikely event the hire company are unable to provide you with a replacement car a one off payment of up to £700.00 will be made. This will be calculated on the hire equivalent of a similar engine size to the insured vehicle up to a maximum engine size of 2000cc. Alternatively if you would prefer to cash settle your claim rather than use the replacement car that the hire company can provide a one off payment of £150.00 will be made to you by the insurer.

## Conditions

1. This Replacement Car policy provides you with a replacement car within the geographical limits following an insured incident occurring during the period of insurance. You will be provided with the replacement car for up to 21 continuous days.
2. If the insured vehicle is stolen but later recovered in a driveable condition, before the Replacement Car period referred to in clause 1 above expires, the period during which a replacement car will be provided under this Replacement Car policy will terminate on the date on which your insured vehicle is recovered.
3. No more than 2 claims can be made during the period of insurance.
4. Only one replacement car will be provided per insured incident.

## What is not covered

1. Any claim for a Replacement Car where your motor insurer does not agree to pay your claim for loss or damage to your insured vehicle under the terms of your motor insurance policy following an insured incident which gives rise to a claim under this Replacement Car policy.
2. Any claim where the insured vehicle has been stolen which you have not reported to the police.
3. All fees, fines, fares and fuel relating to the replacement car while you hire it.
4. Any further hire charges due after the first 21 days of hire.
5. Any insurance excess payable in the event of a claim arising out of an accident involving the replacement car.
6. Any claim which you report to the claims handler more than 14 days after the insured incident.
7. Any claim for a replacement car which you report to the claims handler more than 5 days after the insured vehicle has been determined, or accepted, by the Insurer to be a total loss (a write off) or immobilised.
8. Any claim:
  - a. where the insured incident was due to a deliberate or criminal act of an insured person;
  - b. which is fraudulent, false or exaggerated; or
  - c. which is genuine, but which an insured person has used fraudulent means or false statements to make.

In these circumstances the insured person will be held responsible for any costs paid or due to the hire company.

9. Any insured incident, which happened before the Replacement Car policy started.
10. Any claim for a replacement car which is covered under any other policy, or any claim that would have been covered by another policy, if this Replacement Car policy did not exist.
11. Any claim for a replacement car where it is possible to recover the amount paid to you under your motor insurance policy for the loss or damage to your insured vehicle and the cost of a replacement car from a third party.

## **Cancelling Your Policy**

### **Cancellation of your policy within 14 days of starting the policy**

You have 14 days from the start date of the policy or the date you receive the policy documents (whichever is the later) to cancel the cover and receive a full refund subject to no claims being made. You can cancel by phoning RIAS on 0345 650 0345.

### **Cancellation of your policy after the 14 day period**

If you want to cancel your policy after 14 days, you may do so by phoning RIAS on 0345 650 0345 or writing to us. There is no refund of premium available in this instance.

This policy runs concurrently with your car insurance policy. If your car insurance policy is cancelled for any reason this policy will also be cancelled.

### **Financial Services Compensation Scheme (FSCS)**

If the insurer cannot meet its liabilities under this Replacement Car policy, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7741 4100.

### **How to make a complaint**

Please see page 63 for details of how to complain about your Replacement Car cover or the service you received.

### **Governing law and language**

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The contractual terms and conditions and other information relating to this contract will be in the English language.

### **Authorisation**

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

Ageas Services (UK) Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Authorisation number – CRM30633.

Registered address for both is:

Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

Registered number for Ageas Insurance Limited is 354568 England and Wales and for Ageas Services (UK) Limited is 00179136 England and Wales.

# Key Protection Cover (Optional)

**Please note:** This optional cover only applies if it is shown on your policy schedule.

Your policy schedule/statement of fact will show if you have selected this cover.

This policy is provided by Rias, a trading name of Ageas Retail Limited, and underwritten by Ageas Insurance Limited.

This Key Protection policy provides insurance in the event of accidental damage to, loss or theft of your keys. We will reimburse you up to the limit of £1,500 including VAT and we will assist with the arrangements for replacing your keys and locks, opening of safes or onward transportation. Please note that damage to locks alone is not covered.

This document sets out the terms and conditions of your cover and it is important that you read it carefully especially the section entitled 'How to Make a Claim'. Please keep this document in a safe place in case you need to refer to it for any reason.

Your policy will end if:

- (a) you do not pay the premium;
- (b) your residential address is no longer in the United Kingdom;
- (c) you or we cancel the policy.

## Looking after your keys

- Never have anything with your name and address attached to your keys.
- Never leave your keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave vehicle keys close to the front door or where they can be seen.
- Never leave doors or windows open when you go out.

## How to make a claim

We hope you will not suffer any misfortune that would result in you making a claim, but if you do, the following guidance may be of assistance.

1. Tell the police as soon as reasonably possible if you suspect theft or loss of your keys.
2. Please read your policy document to check that the cause of the claim is covered.
3. If you believe your claim to be valid then please telephone Ageas Insurance Limited on 0345 125 2439 as soon as reasonably possible.
4. Ageas Insurance Limited will arrange the appropriate solution and assistance for you and we will either reimburse or pay for any valid costs incurred up to the policy claim limit.

## Definitions

The following terms have the meaning given below wherever they appear in this policy.

## Appropriate solution

The most appropriate and cost effective course of action when assessing your claim.

## Keys/locks

Any keys and the associated locks including vehicle (including electronic, remote and proximity

keys), home and office (including security safe), garage, shed, outbuildings and gates. We will only provide a replacement key and one duplicate key for each key covered under a valid claim.

### **Period of insurance**

This policy will run concurrently with your motor insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy, cover will be provided from the date you bought this Key Protection cover and will end on the expiry date of your motor insurance policy, as detailed on the applicable insurance policy schedule.

### **Policy limit**

The total amount payable, under this policy, in respect of each insured incident and in total for all insured incidents in any period of insurance is £1,500 including VAT.

### **Reimburse(d)/Reimbursement**

Where a payment has to be made by you, we will repay you up to the policy limits subject to the policy conditions.

### **Stranded**

If you are without transport to your onward destination.

### **You/your**

The person(s) named on the policy schedule and any immediate member of your family permanently residing at the same address during the period of insurance.

### **United Kingdom**

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

### **We/us/our**

Ageas Insurance Limited and/or Ageas Retail Limited, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568

### **What is covered**

In the event of any of the insured incidents, we will reimburse you up to the limit of £1,500 including VAT and we will assist with the arrangements for replacing your keys and locks, opening of safes or onward transportation.

### **Insured incidents**

1. Theft or loss of your keys - If your vehicle, home, office, garage, gate or any outbuildings including shed keys are stolen or lost anywhere in the UK, you must report this to both the police, obtaining a crime reference number or if provided a lost property number, and Ageas Insurance Limited. Following validation of your claim we will reimburse you or pay for the cost of your key or lock replacement up to the policy limit.
2. Broken or locked in keys - If your keys are locked in your vehicle, home or office or broken in any lock denying you access to your property, you must report this event to Ageas Insurance Limited. Following validation of your claim we will reimburse you or pay for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the policy limit.
3. Stranded due to theft or loss of keys - If you are stranded due to theft or loss of your vehicle keys and have no access to your vehicle we will pay £75.00 per day including VAT for vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be reimbursed.

## Claims conditions

1. For an insured incident, we will find an appropriate solution for you or we will reimburse your incurred costs, up to the policy limit. We will only provide one replacement key and one duplicate key for each key covered under a valid claim.
2. All lost or stolen keys or keys locked in your vehicle, home or office or broken in a lock must be reported to Ageas Insurance Limited on 0345 125 2439 as soon as possible. Lines are open 24 hours 7 days a week 365 days of the year.
3. The police must be notified of all lost and stolen keys and a crime reference or lost property number obtained in order to proceed with the claim.
4. Following validation of your claim we will either find an appropriate solution for you or we will reimburse your incurred costs, up to the policy limit. For any claims requiring reimbursement you must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to us as soon as possible after notifying Ageas Insurance Limited.
5. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets for you and your passengers must be retained as proof of your claim.
6. 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.

## What we will not cover

1. All costs incurred where you have not notified Ageas Insurance Limited within a reasonable time of the incident.
2. Any claim for theft or loss of keys that is not reported to the police within a reasonable time of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any claim for replacing locks when only parts need changing.
5. Any claim for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything that happens gradually.
6. Any claim for damage to locks alone where there is no associated damage to the keys.
7. Any claim for loss or damage caused by any act of war, invasion or revolution.
8. Locks that are damaged prior to the loss or theft of keys.
9. Replacement locks or keys of a higher standard or specification than those replaced.
10. Charges or costs incurred where Ageas Insurance Limited arranges for the attendance of a contractor at a particular location and you fail to attend.
11. Charges or costs incurred where you make alternative arrangements with a third party once Ageas Insurance Limited has arranged for a contractor to attend a particular location unless otherwise agreed by us.

## **Geographical limits**

This policy will only take effect for keys linked to property that is within the boundaries of the United Kingdom.

## **Cancellation**

You can cancel your policy within 14 days of the purchase date of your policy or the date you receive the policy documents (whichever is the later) by phoning 0345 045 1325. You are entitled to a full refund provided you have not made a claim. There is no refund in premium if your cover is cancelled after 14 days.

We may cancel this policy by giving you at least 14 days written notice at your last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non Payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. You or we cancel your underlying motor insurance policy

This policy runs concurrently with your motor insurance policy. If your motor insurance policy is cancelled for any reason this policy will also be cancelled.

## **The Law that applies to this policy**

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

## **The language that applies to this policy**

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

## **How to make a complaint**

Please see page 63 (complaints section) for details of how to complain about your Key Protection cover or the service you have received.

## **Financial Service Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. 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.

# Personal Accident cover (Optional)

Want to add Personal Accident  
cover to your policy?

Call Rias now on

## 0345 650 0345

Lines are open 8.30am-8.00pm Monday  
to Friday and 8.30am-4.00pm Saturday

### Welcome to Personal Accident

**Please note:** This optional cover only  
applies if it is shown on your policy schedule.

This policy is provided by Rias, a trading name of Ageas Retail Limited, and underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568.

We will use the details that you have given us to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions. You should read all of these carefully, to ensure this policy meets your needs. If you have any questions or would like more information, please contact Rias Customer Services on 0345 650 1212.

The Personal Accident policy provides insurance to cover for drivers who wish compensation if they themselves or members of their family who are travelling as passengers are seriously injured or killed in a road traffic accident in the insured vehicle.

To claim, call on

## 0344 748 0103

Lines are open 9am to 5pm - Monday to Friday

### Making a claim

Before you make a claim, please check that the circumstances are covered by this policy. If you want to make a claim, or become aware of

an event that may lead to a claim, please call the Claims team on 0344 748 0103 or email: [personal.accident@ageas.co.uk](mailto:personal.accident@ageas.co.uk). Telephone lines are open 9am to 5pm - Monday to Friday. We will then let you know what information we may need to assess your claim.

### Conditions to claim:

- i) you must notify the Police immediately following any incident likely to give rise to a claim under this insurance.
- ii) the insured person must place themselves under the care of a medical practitioner and follow their advice.
- iii) the insured person must provide us with any reports, certificates, information and evidence requested by us.
- iv) at times, we may request that the insured person undergoes a medical examination at our expense.
- v) in the event of the insured persons death and a post-mortem of the body is completed, we may request a copy of the Coroner's report.
- vi) if benefit is payable for the loss of, or loss of use of, a whole limb or member of the body then no benefit is payable in respect of parts of that limb or member.
- vii) no amount payable will bear interest.

### Words with special meanings

Throughout this section, your Personal Accident policy has certain words and phrases which have special meaning and these are defined below.

**Accident event** a collision involving the insured vehicle during the period of insurance.

**Assault** a sudden and unexpected attack associated to the use of the insured vehicle during the period of insurance at an identifiable time and place following a road incident by a person unknown to you or any insured person.

**Bodily injury** physical injury caused solely and directly by a sudden external unforeseen and identifiable accident event or assault.

**Dental injury** damage as confirmed by a practicing dentist to the insured person's sound and natural teeth and supporting structures including damage to an insured person's denture whilst being worn.

**Dental treatment** treatment carried out in accordance with the accepted and established dental practice in the UK to restore the state of the insured person's sound and natural teeth or denture on a like for like basis.

**Denture** a full or partial set of artificial teeth fixed to a removable dental plate.

**Expert medical specialist** a person other than an insured person or a member of an insured person's immediate family or an employee who is qualified as a consultant in the branch of medicine to which the bodily injury relates.

**Facial disfigurement** a permanent visible facial scar to an extent of not less than two centimetres in length or two square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears as confirmed by a medical practitioner.

**Fracture** the break of a bone in the body of an insured person identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a medical practitioner or expert medical practitioner.

**Hospitalised** an insured person being admitted to a hospital as a direct result of bodily injury as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical surgical or other remedial attention treatment or diagnosis by a medical practitioner.

**Insured person** means you and any person recorded as a named driver of the insured vehicle or any immediate family travelling as a passenger in the insured vehicle.

**Insured vehicle** the private car insured under this car insurance policy or any other private car the insured person is insured to drive under the terms of this car insurance policy.

**Immediate family** the insured person's partner, child, grandchild, parent or grandparent.

**Loss of hearing** the total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an expert medical practitioner will never be recovered.

**Loss of limb or limbs** the permanent and complete loss of a limb or limbs by physical

separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an expert medical practitioner will never be recovered.

**Loss of sight** the permanent and total loss of sight that will be considered as having occurred in both eyes if the insured person's name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Loss of speech** the total loss of speech that has lasted for 52 consecutive weeks and that in the opinion of an expert medical practitioner will never be recovered.

**Medical practitioner** a person other than you or an insured person or a member of an insured person's immediate family or an employee who is qualified and licensed to practice medicine.

**Paraplegia** the total and permanent paralysis of two lower limbs which in the opinion of an expert medical specialist will never be recovered.

**Partner** the insured persons spouse, civil partner or common law partner who permanently resides with you at the same address.

**Period of insurance** the period shown in the policy schedule. If you arranged this section of the policy after the start date of your car insurance policy, cover will be provided from the date you added this Personal Accident cover and will end on the expiry date of your car insurance policy, as detailed in the policy schedule.

**Permanent total disablement** disablement which has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist will prevent the insured person from engaging in gainful employment of any and every kind for the remainder of their life.

**Permanent partial disability** the permanent and total loss of use of a shoulder, elbow, hip, knee, ankle or wrist or the physical separation or total loss of use of a finger or fingers or toe or toes which has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist will not be recovered.

**Physiotherapy** the recognised treatments performed by a registered physiotherapist in the UK to improve functional movement.

**Quadriplegia** the total and permanent paralysis of all four limbs which in the opinion of an expert medical specialist will never be recovered.

**Sound and natural teeth** non restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

**Terrorism** an act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**We, us, our** Ageas Insurance Limited.

**You, your** means the person named in policy schedule as the policyholder.

### What is insured

We will pay £30,000 if an insured person suffers bodily injury as a result of an accident event or assault whilst legally driving, riding in or when making emergency roadside repairs to the insured vehicle during the period of insurance which within 52 weeks of the date of the incident and solely and independently of any other cause results in the insured persons:

- a) death (limited to £5,000 for an insured person aged 16 or under)
- b) permanent total disablement
- c) loss of sight in both eyes
- d) loss of limb or limbs
- e) loss of speech

In the event that the bodily injury results in

- f) paraplegia we will pay £36,000
- g) quadriplegia we will pay £42,000
- h) loss of sight in only one eye we will pay £15,000
- i) loss of hearing in both ears we will pay £15,000
- j) loss of hearing in only one ear we will pay £7,500

- k) permanent partial disablement we will pay:
  - i) for total loss of a shoulder, elbow, hip, knee, ankle or wrist £15,000
  - ii) for total loss of one or more fingers (at least one complete bone) £3,000
  - iii) for total loss of one or both thumbs (at least one complete bone) £5,000
  - iv) for total loss of one or both big toes (at least one complete bone) £4,000
  - v) total loss of one or more other toes (at least one complete bone) £2,000

We will also pay for the following:

- i. if an insured person is hospitalised as a direct result of the accident event or assault we will pay hospitalisation benefit of £100 for each night the insured person is hospitalised subject to a maximum any one claim and any one period of insurance of £3,000
- ii. if an insured person suffers a fracture as a direct result of an accident event or assault we will pay:
  - a. £1,000 for the fracture of one or more bones in the hand, one or more bones in the arm being either the Humerus, Radius or the Ulna, an ankle, one or more bones in the leg being either the Femur, Patella, Tibia or Fibula, or the Pelvis or the fracture of one or more vertebrae, the skull, other facial bones excluding the nose, or the lower jaw.
  - b. £500 for the fracture of an elbow, wrist, Scapula or Clavicle, one or more bones in the foot, the coccyx or the sternum.
  - c. £100 for the fracture of any other bone including the nose.
- iii. if an insured person suffers facial disfigurement as a direct result of an accident event or assault we will pay
  - a. £250 for scarring of 2 centimetres to 5 centimetres in length
  - b. £500 for scarring of over 5 centimetres in length

Subject to a maximum of £1,000 per accident event.

- iv. if an insured person requires physiotherapy as recommended by a medical practitioner or expert medical practitioner for the treatment and recovery following a valid claim under this policy for a fracture we will pay up to £100 for each physiotherapy appointment subject to a maximum of five appointments for each insured person.
- v. if an insured person requires counselling as recommended by a medical practitioner or expert medical practitioner following a valid claim under any of the benefits of death, loss of sight, loss of limb or limbs, loss of speech or loss of hearing we will pay up to £100 for each counselling appointment subject to a maximum of five appointments for each insured person.
- vi. if an insured person suffers a dental injury as a direct result of an accident event or assault we will pay for dental treatment up to a maximum of £250 for each insured person.
- vii. if an insured person sustains loss of or damage to their personal effects damaged or lost at the same time as suffering a bodily injury which is the subject of a valid claim under this policy we will pay up to £150 for the repair or replacement of the lost or damaged personal effects for each insured person.

### Limits that apply

- a) If more than one benefit is payable for injuries an insured person sustains in a single accident event that gives rise to a claim the maximum total amount we will pay for all benefits is £30,000 other than in respect of paraplegia or quadriplegia.
- b) If a single accident event gives rise to a claim involving more than one insured person and the total amount of benefits payable exceeds £100,000 the amount(s) payable in respect of each insured person will be proportionately reduced.
- c) The maximum we will pay under this policy shall not exceed £100,000 in any one period of insurance.
- d) No amount payable under this policy will bear interest.

### What is not covered

We will not pay for any bodily injury or any other loss directly or indirectly caused by or contributed to or arising from:

- i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- ii) the insured person participating or conspiring in any act of terrorism not involving the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents.
- iii) any act of terrorism which involves the use or release, or the threat thereof, of any nuclear weapon or any chemical or biological agents.
- iv) use of the insured vehicle in connection with any business or profession unless this policy includes cover for such use.
- v) use of the insured vehicle in any kind of motor trade, private or public hire as a courier, taxi, mini bus or driving instructor.
- vi) an insured person committing or attempting to commit suicide or intentional self-injury.
- vii) any sickness illness or disease.
- viii) pregnancy or childbirth.
- ix) an insured person being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a medical practitioner.
- x) an insured person committing a criminal or unlawful act.
- xi) deliberate exposure to danger except in an attempt to save human life.
- xii) provoked assault or fighting (other than fighting in the course of self defence) by an insured person.
- xiii) participating in any motor racing rallies competitions speed trials track days or off road activity of any description.
- xiv) use of the insured vehicle not in a roadworthy condition.
- xv) use of motorcycles of any kind.

- xvi) participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not.
- xvii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

We will not pay benefit arising from any bodily injury an insured person sustains on or after their 80th birthday.

## Policy Conditions

### Interpretation

Any word or phrase that has been given a special meaning will have that definition wherever it appears in this section of the policy, irrespective of its font case, size and colour and whether it is printed in bold or not.

### Observance

Our liability is conditional on your observance of the terms and conditions of this policy.

### Assignment

Unless we agree to do so we will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this section of the policy.

### Cancelling your policy

You can cancel your policy within 14 days of the start date of your policy or the date you receive the policy documents (whichever is the later) by phoning 0345 650 1212. You are entitled to a full refund provided you have not made a claim. There is no refund in premium if your cover is cancelled after 14 days.

We may cancel any cover under this section of the policy by giving you two weeks notice by recorded delivery letter to you at your last known address. Valid reasons may include but are not limited to:

- Where we suspect fraud on this or any other related policy.
- Changes to the information detailed on your statement of fact which may result in the risk

no longer being acceptable to us.

- Where a misrepresentation has been made that means we no longer wish to provide cover.

In this event, we will calculate the premium for the period up to the date when the cancellation takes effect and we will refund the premium paid for the un-expired period of insurance. If we cancel this section of the policy because you submitted a dishonest or fraudulent claim then we will not refund the premium.

This policy runs concurrently with your motor insurance policy. If your motor insurance policy is cancelled for any reason this policy will also be cancelled.

### Fraud

We will not pay any claim if it is in any respect dishonest or fraudulent.

### How to make a complaint

Please see page 63 (complaints section) for details of how to complain about your Personal Accident cover or the service you have received.

### Language

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

### Jurisdiction

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

### Fraud, misrepresentation or misdescription

A person is committing fraud if they knowingly:

- Provide answers to our questions which are dishonest, inaccurate or misleadingly incomplete.
- Mislead us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence us to accept a claim.

- Make a fraudulent or false claim in full or in part
  - by providing false information in order to influence us to accept a claim
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

If we find that fraud has been committed we will have the right to

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any cost incurred by us including investigating and legal cost
- recover the cost of any previously paid claims

#### **In addition we may**

- Inform the police, which could result in prosecution
- Inform other organisations as well as anti-fraud databases.

#### **Arbitration**

If any dispute arises between you and us over the amount payable it will be referred to an arbitrator jointly appointed by you and us in line with the law at the time. The decision of the arbitrator will be final and binding on both you and us and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either you or us, the arbitrator will decide who will pay the costs.

#### **IPT**

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium you pay.

## Additional helpline service

Call on

**0345 841 0019**

Lines are open 24 hours a day, 365 days a year  
Please quote 'Rias motor legal'

---

### Free advice service

In addition to your car insurance, Rias has arranged the following helpline service for you, providing free advice to all Rias car insurance customers.

When you call, please confirm that you are a Rias car insurance customer.

#### European Legal and UK Tax Advice service

- Confidential legal advice over the phone on any private legal problem of concern to you or any member of your household.
- Confidential advice on a UK personal tax problem concerning you or any member of your household.

## How to make a complaint

Rias strives to provide the highest standard of service to you at all times. However, Rias recognises that things can go wrong occasionally and when this happens, it is committed to sorting this out quickly.

#### If your complaint concerns the service or advice at Rias

If you wish to make a complaint about the service or advice Rias have provided (including information or documentation issued to you), you should contact Rias as follows:

In writing:

Customer Relations Manager  
Deansleigh House,  
Deansleigh Road,  
Bournemouth,  
BH7 7DU

By phone: 0345 045 0059 (between 8.30am and 5pm Monday-Friday)

Or by email: [customerrelations@rias.co.uk](mailto:customerrelations@rias.co.uk)

#### If your complaint concerns the service provided by your insurer or claims handler

When you make a complaint about the service provided by the insurer (including complaints about the service or the amount offered in settlement of a claim), you should contact them as follows (overleaf):

### **For Motor Insurance contact –**

Ageas Insurance Limited - You can call your claims handler (your handler's name and phone number will be located on any letters which they have sent to you) or contact them as follows:

In writing:

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

Alternatively, you can email Ageas via their website at [www.ageas.co.uk](http://www.ageas.co.uk) including your policy number and claim number (if appropriate).

### **If your complaint concerns your Legal Expenses cover –**

Please write to:

Arc Legal Assistance Limited,  
PO Box 8921,  
Colchester,  
CO4 5YD

By phone: 01206 615 000

Or by email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### **If your complaint concerns Key Protection cover -**

Please contact Ageas Insurance Limited by writing to:

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

By phone: 0345 125 2439

Alternatively, you can email Ageas via their website at [www.ageas.co.uk](http://www.ageas.co.uk) including your policy number and claim number (if appropriate).

### **If your complaint concerns your Excess Protection cover –**

Please contact Ageas Services (UK) Limited by writing to:

Customer Services Advisor  
Ageas Services (UK) Limited,  
Ageas House,  
Hampshire Corporate Park,  
Templars Way,  
Eastleigh,  
Hampshire,  
SO53 3YA

By phone: 0345 415 0483

Or by email at [aslcomplaints@ageas.co.uk](mailto:aslcomplaints@ageas.co.uk)

Please include the following information in all emails - your name, policy number, claim number, date of insured incident, vehicle registration number.

### **If your complaint concerns Personal Accident cover -**

Please contact Ageas Insurance Limited by writing to:

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

By phone: 0345 125 2439

Alternatively, you can email Ageas via their website at [www.ageas.co.uk](http://www.ageas.co.uk) including your policy number and claim number (if appropriate).

### **If your complaint concerns Replacement Car cover -**

Please contact Ageas Services (UK) Limited by writing to:

Customer Services Advisor  
Ageas Services (UK) Limited,  
Ageas House,  
Hampshire Corporate Park,  
Templars Way,

Eastleigh,  
Hampshire,  
SO53 3YA

By phone: 0345 125 2430

Or by email at: [aslcomplaints@ageas.co.uk](mailto:aslcomplaints@ageas.co.uk)

Please include the following information in all emails - your name, policy number, claim number, date of insured incident, vehicle registration number.

Rias/the Insurer/Arc Legal Assistance Limited/Ageas Services (UK) Limited will try to resolve your complaint by the end of the third working day and they will send you a summary resolution letter. If they are unable to do this, they will write to you within five working days to let you know what they are doing to resolve your complaint and let you know who is dealing with the matter. Within eight weeks of receiving your complaint, 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 have the right to ask the Financial Ombudsman Service to review your complaint, free of charge, if for any reason you are still dissatisfied with either the summary resolution or final response letter, or if Rias/the Insurer/Arc Legal Assistance Limited/Ageas Services (UK) Limited have not issued their final response within eight weeks from you first raising the complaint. However, you must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Rias/the Insurer's/Arc Legal Assistance Limited's/Ageas Services (UK) Limited's 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 above complaints procedure does not affect your right to take legal proceedings.

## Financial Services Compensation Scheme (FSCS)

Rias and your insurer are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)) or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

# Notes

# Notes





When you have finished  
with this please recycle it

RIAS is a trading name of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Insurance provided by Ageas Retail Limited is not available in the Channel Islands. Ageas Retail Limited is a sister company of Ageas Insurance Limited.

