

# ingenie

## Box Contract and Policy Wording

Claims helpline: 0330 303 0021

Windscreen helpline: 0330 303 0024

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### INTRODUCTION TO **YOUR INGENIE BOX CONTRACT**

These terms and conditions describe the contract between **you** and A-Plan Holdings under the trading name "**ingenie**" in respect of:

- the supply and fitting (where applicable) of **your ingenie box**
- maintenance/other services relating to **your ingenie box**
- the collection of data from **your ingenie box**
- the provision of **your** feedback app and or **your** driving **feedback account**

All these activities are provided to **you** directly by **ingenie** (and not by the **insurer**).

To make these terms and conditions easier to understand, certain words printed in bold, which have special meanings are shown in the section titled "Explanation of words used throughout this document" on page 49 of **your policy** wording.

## About ingenie

**ingenie** is a specialist provider of telematics-based insurance products and services for younger drivers.

The latest in-car telematics technology is used to assess **your** driving style. **ingenie** gives feedback on how **you** drive via **your** driving **feedback account** and via the free **ingenie** feedback app.

**ingenie** will supply and fit (if required) an **ingenie box** for **your car**, which records how it is driven.

This **telematics data** includes information on a range of **your** driving characteristics including speed, braking, acceleration and cornering. By collecting and processing **your telematics data**, **ingenie** can help **you** to be a better driver.

By passing elements of that data to **your insurer**, **ingenie** can influence the cost of **your car** insurance.

**You** can find more details about the **telematics data** that **ingenie** records, the other **personal data** collected and held by **ingenie** and related to **you**, how **ingenie** uses the data and who **ingenie** passes it to in the following places:

- the section "**Telematics data**" on pages 8 to 9
- the section "**Your other personal data**" on pages 8 to 9 and
- our Privacy **policy**, which **you** can find at [www.ingenie.com/privacy-policy](http://www.ingenie.com/privacy-policy).

## Your ingenie box

Unless **you** already have an existing **ingenie box** fitted in **your car**, we will supply **you** with an **ingenie box** which is compatible with **your car**. Depending on factors including the age, make and model of **your car**, **you** will be supplied with either a **fitted black box** which we will install for **you**, or a **self-fit box** which **you** can install yourself.

## Fitted black box

**ingenie** will arrange for a **fitted black box** to be installed in **your car**. **You** will receive a notification from our fitting partners which will provide **you** the information **you** need to arrange a fitting. Further details relating to our supply and fitting of an **ingenie box** are set out on page 5-6.

## Self-fit box

If compatible with **your car** and **you** are eligible, **ingenie** will supply **you** with a **self-fit box** which will normally be posted to **your** home address. The **self-fit box** fits either:

- into **your car's** Onboard Diagnostic Port (OBD) and we will provide **you** with instructions of where the OBD port is normally located and details of how to fit the box to **your car**;
- or on to **your car** battery and we will provide **you** with instructions of where the battery is normally located and details of how to fit the box to **your car**.

**You** will also be provided with the details of our fitting partner should **you** need assistance.

## Existing fitted black box

If **your car** already has a **fitted black box** installed that meets **ingenie's** minimum requirements, **ingenie** will attempt to reactivate the box. The **fitted black box** must not have ever been tampered or interfered with since its fitting, other than by **ingenie's selected installers**.

If successful:

- **ingenie** will not need to install a new **fitted black box**;
- **you** will not have to pay for the cost of a **fitted black box** and its installation
- **you** will retain ownership of the **fitted black box**.

If not successful, a new **fitted black box** or **self-fit box** will be provided, as detailed above.

## Maintenance of the ingenie box

The **ingenie box** should not require any maintenance. In the unlikely event that it becomes faulty, **ingenie** will notify **you** and arrange for it to be replaced in accordance with the section "Installing and repair/replacement of **your box**" on page 5.

During a **period of insurance**, **ingenie** will replace at our own cost a faulty box unless the fault or damage is caused by **you** or anyone appointed by **you** (such as a mechanic) or anyone other than **ingenie** or an **ingenie** representative.

If, during a **period of insurance**, **you** damage or tamper or interfere with the **ingenie box** (including deliberately preventing it from working), **ingenie** may:

- charge **you** as detailed in the section "Costs of **your ingenie box**" on page 5;

- inform the **insurer** who may then cancel **your policy** (see **your insurance contract** for further details).

This does not include a situation where the **car** is deemed a total loss after a claim or the **ingenie box** is damaged in an incident involving a claim under **your policy**, where **you** will not be charged for a new box or its fitting.

## Removal of the fitted black box

**ingenie** does not ordinarily ever remove a **fitted black box** from **your car**.

**You** can only ask **ingenie** to remove **your box** after **your insurance** has lapsed or been cancelled, **you** have a **fitted black box** in **your car**, and there is a charge for the removal. See the section "Costs of **your ingenie box**" on pages 4 to 6. This is because having an **ingenie box** fitted to **your car** is a condition of **your policy**.

## Your driving feedback account

**You** must activate **your ingenie driving feedback account** to receive feedback on how **you** are driving. **You** can also view this along with useful driving tips via the free **ingenie** feedback app.

Feedback messages are designed to help **you** improve **your** driving style and become a better driver. They also serve as a warning to **you** about how **you** are driving - if **you** receive **red messages** or **highly dangerous messages**, **your** insurance premium may be negatively affected.

**You** must activate **your driving feedback account** within 10 days after **your ingenie**

**box** has been fitted. If **you** fail to do so, **ingenie** may inform the **insurer** who may then cancel **your policy** (see **your insurance contract** for further details).

**You** should regularly review and assess the driving feedback within **your feedback account**.

The provision of the **feedback account** is subject to the section “Portals and Accounts” on page 10.

## Costs of your ingenie box

### Transmission of your telematics data

The cost of transmitting data to and from the box is included in the cost of the **ingenie box**. When **you** take out an **ingenie policy** the cost of **your** first **ingenie box** and its fitting (where applicable) which is payable to **ingenie** under the terms of this contract, will be collected at the same time that the premium which is due under **your policy** is collected. This cost is set out in the table below:

ingenie box costs	
Fitted black box	Self-fit box
£105	£50

There are circumstances where **you** may be responsible for the costs of a new **ingenie box** and its fitting (if applicable), such as:

- where **you** decide to replace **your car** during the **period of insurance**; or
- where **you** have damaged the **ingenie box**.

Where applicable, **ingenie** may:

- debit these additional payments from the debit or credit card details **you** provided when **you** purchased the **policy**; or
- deduct these from any premium refund due

**ingenie** may also request the additional payment from **you** directly.

If **ingenie** invoices **you** for any additional charges but cannot take payment using either of the methods above, **you** must make payment within 14 days.

If **you** still have a **policy** at such time, **ingenie** may notify the **insurer** of a failure to pay these additional fees when requested and the **insurer** may then cancel **your policy** (see **your insurance contract** for further details).

### Installing and repair/replacement of **your fitted black box**

#### Before an ingenie box can be installed, repaired or replaced

It is **your** responsibility to ensure that **you** have the agreement of anybody with a legal interest in the **car** to:

- the installation of a **fitted black box**; or
- the repair or replacement of a faulty **ingenie box**.

# BOX CONTRACT

## Documents required for installing the fitted black box

On the day of the installation, **you** must present the following documents to the fitter acting for the **selected installer**:

For a new <b>fitted black box</b> , installed as part of a new <b>policy</b> :	If <b>you</b> need a new <b>ingenie box</b> because <b>you</b> have changed <b>your car</b> :
<ul style="list-style-type: none"><li>vehicle registration document (V5C) or the new keepers slip</li></ul>	<ul style="list-style-type: none"><li>vehicle registration document (V5C)</li></ul>
<ul style="list-style-type: none"><li><b>your</b> driving licence photocard or the test pass certificate</li></ul>	
<ul style="list-style-type: none"><li>proof of No Claim Discount* (if appropriate)</li></ul>	

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

## Installing a new fitted black box

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

**You** will receive an email from our **ingenie box** fitting partners with a unique link to book **your** fitting appointment. If any damage is directly caused to **your car** because of the fitting of the **ingenie box** then it will be repaired at no cost to **you**.

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

## Your Personal data and Telematics Data

### Your personal data

**ingenie** may need to collect any or all of the **personal data** listed below in connection with the provision of **your** insurance:

- Name and address, date of birth and gender
- Telephone numbers and email address
- Criminal convictions and motoring offences
- Claims and credit history
- All the above information about any other named drivers to be insured under the **policy**
- Vehicle registration number
- Credit/debit card, bank details
- Availability to arrange fitting of an **ingenie box**

## BOX CONTRACT

After an **ingenie box** has been supplied and/or fitted as part of a new **policy**:

<b>Fitted black box</b>		
<p>If <b>you</b> cancel <b>your policy</b> within the first <b>12 months of this policy you</b> will not be entitled to a refund of the cost of the <b>fitted black box</b> and its installation. This applies whether or not <b>you</b> are entitled to a refund of the premium paid under <b>your policy</b>.</p> <p>It also applies even if <b>you</b> are within the cooling-off period after the box has been installed.</p>	£105	<b>No refund of the cost of the fitted black box and its installation will be given.</b>
<b>Self-fit box</b>		
<p>If <b>you</b> cancel <b>your policy</b> within the first <b>12 months of this policy you</b> will not be entitled to a refund of the cost of the <b>self-fit box</b>. This applies whether or not <b>you</b> are entitled to a refund of the premium paid under <b>your policy</b>.</p> <p>We will refund the cost of the <b>self-fit box</b> if the <b>policy</b> is cancelled within the cooling-off period and the <b>self-fit box</b> is returned to us within 30 days of cancelling.</p>	£50	<b>No refund of the cost of the self-fit box will be given after the cooling-off period.</b>
<p>During a <b>period of insurance</b>, after either:</p> <ul style="list-style-type: none"> <li>- an <b>ingenie box</b> has been supplied (and where applicable, fitted) as part of a new <b>policy</b>; or</li> <li>- <b>your own ingenie box</b> has been reactivated:</li> </ul>		
<p>If <b>you</b> damage or tamper with the <b>ingenie box</b> other than as a result of loss or damage in an incident involving a claim under <b>your policy</b>, <b>ingenie</b> may charge <b>you</b> for repair/replacement.</p>	£115	Repair/replacement charge ( <b>fitted black box</b> )
	£60	Repair/replacement charge ( <b>self-fit box</b> )
<p>If <b>you</b> change <b>your car</b>:</p>		
- <b>you</b> can remove a <b>self-fit box</b> and install it in <b>your new car</b> ;	£0	There is no charge if <b>you</b> transfer <b>your self-fit box</b> to <b>your new car</b>
<p>- <b>ingenie</b> will not remove a <b>fitted black box</b> from <b>your previous car</b>. Therefore <b>you</b> will need a new <b>ingenie box</b> to be supplied and fitted to <b>your new car</b>.</p>	£115	Change of <b>car</b> (installing a new <b>fitted black box</b> in this replacement <b>car</b> )
	£60	Change of <b>car</b> (new self-fit device).

## BOX CONTRACT

If <b>you</b> miss an arranged <b>ingenie box</b> fitting, repair or replacement appointment without giving <b>ingenie</b> at least 24 hours' notice.	£50	Short (or no) notice cancellation charge
If the <b>car</b> is modified, converted, customised or in an unfit state to install an <b>ingenie box</b> and <b>ingenie</b> decide not to fit one.	£50	
After <b>your policy</b> has lapsed or been cancelled:		
If <b>you</b> require <b>ingenie</b> to remove the <b>fitted black box</b> .	£85	Removal charge
If <b>you</b> miss an arranged <b>ingenie box</b> removal appointment without giving <b>ingenie</b> at least 24 hours' notice.	£50	Short (or no) notice cancellation charge

### Timescale for fitting, repairing or replacing an ingenie box

For a new <b>fitted black box</b> , installed as part of a new <b>policy</b> :	If <b>you</b> need a new <b>ingenie box</b> because <b>you</b> have changed <b>your car</b> :	Should the <b>ingenie box</b> develop a fault:
The <b>ingenie box</b> must be fitted within 10 days of <b>your policy</b> commencing	10 days from when <b>you</b> notify <b>ingenie</b> of a change of <b>your car</b>	14 days of <b>ingenie</b> notifying <b>you</b> of the fault

If the **ingenie box** is not fitted (or repaired/replaced) within these timescales, **ingenie** may notify the **insurer** and the **insurer** may then cancel **your policy** (see **your** insurance contract for further details).

### The telematics data

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

- speed throughout **your** journey
- braking frequency and force
- acceleration
- cornering and sudden manoeuvres/ movements
- miles travelled
- the type of routes **you** take (e.g. A-roads, motorways, country lanes)
- time and date of travel
- the **car**'s GPS location

**Your ingenie box** will begin to collect **your telematics data**:

- following installation; or,
- if **your car** already has an **ingenie box** installed and **ingenie** has been able to reactivate the box, with immediate effect.

Please note that if **you** allow other drivers to use the **car** during the **period of insurance**, **ingenie** will continue to collect **telematics data** from the box.

If the **policy** is cancelled, or lapses, **ingenie** will cease collecting **your telematics data** within 7 days of cancellation, or as soon as possible thereafter, meaning the **ingenie box** will not transmit any further **telematics data** to **ingenie**.

Any **telematics data** collected remains the property of **ingenie**.

### How ingenie uses the telematics data it collects

In brief, **ingenie** takes **your telematics data** and uses intelligent software and algorithms to assess **your driving behaviour**. This behaviour is then given a score, which is regularly updated as the driving characteristics identified by the **ingenie box** change over time. For example, if **you** consistently exceed the speed limit or take corners too sharply for the kind of **car you** drive, the analytics algorithms will detect this and **your score** may be lower as a result. If **you** then begin to reduce **your** speed and drive more carefully, **your score** is likely to increase over time.

Other uses of **your** data include:

- making **your score** available for **you** to access from **ingenie** via **your feedback account**;
- issuing messages relating to **your driving behaviour**, such as **red messages** and **highly dangerous messages**;
- creating detailed assessments of **your driving behaviour** or specific information relating to the **car** at or around a particular event e.g. if an accident involving the **car** occurs, we will request a breakdown of the exact

**telematics data** recorded immediately prior to and following impact.

### Third parties

**ingenie** may need to pass some or all of **your personal data** and/or **telematics data** to selected third parties. If this is necessary, the transferred data will be held securely in accordance with data protection law. **ingenie** will not typically disclose specific **telematics data** e.g. a report on where **you** have driven over the course of a given period, though **ingenie** may disclose detailed usage data in the event of a claim.

Third parties include:

- **ingenie**: to arrange and administer **your policy**
- **your insurer**: to provide and manage **your** insurance, evaluate whether **your** premium should change over time, and other similar activities
- a different **insurer** from time to time: to provide **you** with a quote, or additional insurance policy e.g. after-the-event insurance cover for accidents, where **you** have requested this cover and **your primary insurer** is either unable or unwilling to provide it
- relevant authorities such as the Motor insurers' Bureau, or any disclosure which is required by a court order
- third parties that **ingenie** uses to provide its services, as explained further in our Privacy policy.

### Marketing from ingenie

If **you** have given **your** consent, **ingenie** may use **your** contact details to send **you** information about other products and services offered by **ingenie** which may

interest **you**. If **you** wish to change **your** marketing consent please email, write or call **ingenie** using the details shown on any of **ingenie**'s letters or website at: [www.ingenie.com](http://www.ingenie.com).

## Further information

If **you** would like further information about what **personal data** and **telematics data** **ingenie** collects, and how it is used, please read the **ingenie** Privacy policy which can be found at: [www.ingenie.com/privacy-policy](http://www.ingenie.com/privacy-policy).

All the **personal data** and **telematics data** that **ingenie** passes to **your insurer** is held by the **insurer** in accordance with the **insurer**'s Data Protection Notice which is detailed in **your** insurance contract.

## Portals and Accounts

### Licence

**ingenie** grants **you** (together with any other named drivers who may be included on **your** insurance **policy** from time to time) a non-exclusive, non-transferable, royalty-free licence to use:

- the **account** portal;
- the driving **feedback account**; and
- the **fitting** portal,

(together the "portals") in connection with the **policy**, the **ingenie box** and related services.

This licence shall terminate:

- upon expiry or cancellation of **your** motor vehicle insurance with **ingenie**;
- or
- where **you** have not purchased motor

vehicle insurance through **ingenie**, 1 year from the date the account was created.

**ingenie** will own and retain all intellectual property rights in all data uploaded to or held in the portals.

### Portal Guidelines

**ingenie** will use its reasonable endeavours to provide **you** with access to the portals 24 hours a day, 7 days a week. However, **ingenie** cannot guarantee that **your** access will be uninterrupted or error-free. **ingenie** may also need to disable access to the portals for short periods of time in order to carry out planned maintenance on them. If **you** are unable to access **your** account, **your telematics data** will still be recorded and uploaded when the driving **feedback account** becomes available again.

When accessing any of the portals, **you** will:

- keep **your** password secure, and not share it with anyone who does not have the right to access the portals
- not store or publish any content on any of the portals that is defamatory, discriminatory or offensive
- not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form, all or any part of any portal or the software which underpins it;
- not sell, rent, lease, or use the portals in any other way connected with the provision of services to others; and

- promptly notify **ingenie** if **your** account or password for any of the portals is compromised.

## **Limitation of Liability**

The portals are provided to **you** on an “as is” basis and **you** assume sole responsibility for results obtained using them. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded.

**ingenie** shall not be liable under any theory of liability for any business losses, loss or corruption of data, pure economic loss or any indirect or special losses. Nothing in this section excludes **ingenie's** liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.

## INTRODUCTION TO YOUR INGENIE POLICY WORDING

These terms and conditions describe the contract between **you** and the **insurer** in respect of the provision of **your policy** of insurance.

The provision of **your** insurance is made directly by the **insurer** to **you** (and not by **ingenie**).

To make these terms and conditions easier to understand, certain words **printed in bold**, which have special meanings are shown in the section titled "Explanation of words used throughout this document" on pages 49-51.

## CONTRACT OF INSURANCE

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

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

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

For example, this could include:

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

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

The **insurer** and or **ingenie** may:

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

Where fraud is identified the **insurer** and or **ingenie** will:

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

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

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

## CONTRACT OF INSURANCE

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

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

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

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

The law and language applicable to this **policy**

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

## POLICY COVER

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

SECTION	COVER
Section A: Damage to the <b>car</b>	<b>Page 24</b>
Section B: Broken Windscreen and Window Glass	<b>Page 25</b>
Section C: Fire and Theft	<b>Pages 26-28</b>
Section D: Medical Expenses	<b>Page 29</b>
Section E: Personal Belongings	<b>Page 29</b>
Section F: Personal Accident	<b>Page 30</b>
Section G: Liabilities to Third Parties	<b>Pages 31-32</b>
Section H: Using <b>your car</b> Abroad	<b>Page 33</b>
Section I: No Claims Discount	<b>Page 34</b>
Section J: No Claims Discount Protection (if applicable)	<b>Page 34</b>
Section K: Replacement Locks	<b>Page 35</b>
Policy exclusions	<b>Pages 36-37</b>
Policy conditions	<b>Pages 38-42</b>

## IMPORTANT CUSTOMER INFORMATION

Under **policy** condition 9 on page 41 **you** must tell **ingenie** as soon as **you** become aware of any changes to the information set out in the **statement of insurance, certificate of motor insurance** or on **your schedule**. **You** must also tell **ingenie** about the following changes:

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

Including changes to: audio/entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system. This is not a full list; all changes made from the manufacturer's standard specification must be disclosed.

In the event of a claim, if there are **modifications** the **insurer** is not aware of the **insurer** may not pay **your** claim. If

the **insurer** does agree to pay **your** claim the **insurer** will return the vehicle to the manufacturer's standard specification and won't make good any changes where the **car** has been changed from the manufacturer's standard specification. Where the **insurer** has accepted a declared modification to **your** vehicle, in the event of loss or damage, the **insurer** reserves the right to only contribute towards the cost of replacing or restoring the modification and will not replace or restore the modification.

8. **You** take the **car** abroad for more than 14 days inside the European Union or if **you** take the **car** abroad outside of the European Union.
9. **You** change **your** address or the address where **you** keep the **car** overnight.
10. Anyone who drives the **car** passes their driving test or has their driving licence revoked.
11. Anyone who drives the **car** receives a non-motoring conviction.
12. The **car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
13. Anyone who drives the **car** is involved in any accident or has a vehicle damaged or stolen.
14. There is a change to **your** declared annual mileage.
15. Anyone who drives the **car** has insurance refused, cancelled or special terms applied.
16. There is a change of main user of the **car**.

### Mileage

**Your policy** allows the **car** to be driven up to the **estimated annual mileage** which is shown in **your statement of insurance**. **You** are required to select the number of miles **you** would like on **your policy** during the arrangement of **your policy**.

If **you** need to increase **your estimated annual mileage** during the **policy** period, **you** can purchase **top up miles** by contacting **ingenie**.

**ingenie** will notify **you** when **you** need to purchase **top up miles**. If **you** exceed the **estimated annual mileage** amount, and **you** do not purchase **top up miles**, the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

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

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

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

The **insurer** will not pay any claims arising directly or indirectly from any **car** being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access unless the event resulting in any liability, injury or damage or accident occurred within the grounds of any of Her Majesty's armed forces bases or camps and did not involve any aircraft, aerial device, or building used for aircraft or ground equipment parking, maintenance or refuelling.

The supply, fitting and maintenance of **your ingenie box** as well as ownership rights are subject to the separate **box contract** between **you** and **ingenie**.

## Fitted black box

Failure to have the **fitted black box** installed within 10 days.

As detailed in **your box contract**, the **fitted black box** must be fitted within 10 days of **your policy** commencing, or 10 days from when **you** notify **ingenie** of a change of **car**. If the **fitted black box** is not fitted within these timescales the **insurer** and or **ingenie** reserves the right to cancel **your policy** under **policy** condition 8 on page 39.

## Documents required for fitting

As detailed in **your box contract**, on the day of **your fitted black box** fitting, **you** must present the following documents to the fitter acting for the **selected installer**:

- Vehicle Registration Document (V5C)
- **Your** driving licence photocard
- Proof of No Claims Discount (if appropriate).

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

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

## Self-fit box

### Failure to fit your self-fit box

The **self-fit box** must be fitted within 3 days of receiving the dispatch confirmation email. If the **self-fit box** is not fitted within these timescales, the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

### Damage to the ingenie box

If the **ingenie box** is damaged due to **you**, or anyone acting on **your** instruction or on **your** behalf, maliciously tampering or interfering with the **ingenie box**, or **you** deliberately prevent it from working, the **insurer** and or **ingenie** reserves the right to cancel **your policy** under **policy** condition 8 on page 39.

If the **ingenie box** is maliciously damaged, or deliberately prevented from working (which includes the removal of a **self-fit box** from the Onboard Diagnostic Port (OBD) of **your car**), then the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

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

### ingenie box faults

Should the **ingenie box** develop a fault **ingenie** will notify **you**. If **you** have a **self-fit box**, **ingenie** will arrange for a replacement to be sent to **you**. If **you** have a **fitted black box**, **ingenie** will arrange a mutually suitable time to replace **your**

**fitted black box.** You must allow **ingenie**, or their **selected installer**, access to **your car** within 14 days of **ingenie** notifying you of the fault. If you do not allow **ingenie**, or their **selected installer**, access to **your car** within this timescale then the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

### Telematics data collection

As detailed in **your box contract**, **ingenie** will collect **telematics data** from **your ingenie box** to administer **your policy**. This data may be supplied to the **insurer** who may use it to:

- assess liability in the event of a claim
- determine a renewal premium based on **your driving behaviour**
- make underwriting decisions relating to **your policy**
- perform statistical analysis and research
- and for any other purpose as required for administration of **your insurance policy**
- defend a claim by providing it to third party claimants or their representatives.

**ingenie** will always attempt to capture **telematics data** during the **period of insurance**. If **telematics data** is not collected for any period, then **driver behaviour** for this period may not be recorded. This will not affect **your** cover unless the **ingenie box** is maliciously damaged, or deliberately prevented from working (which includes the removal of a **self-fit box** from the Onboard Diagnostic Port (OBD) of **your car**), however it may

prevent **ingenie**, **ingenie** or the **insurer's** ability to use the **telematics data** e.g. to help calculate **your** premium, or to assist in any claim **you** may have.

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

As detailed in **your box contract**, **you** must activate **your** driving **feedback account** within 10 days of the fitting of **your ingenie box**. If **you** fail to do so, the **insurer** and or **ingenie** reserves the right to cancel **your policy** under **policy** condition 8 on page 39.

### How telematics can affect your premium

**ingenie** will assess the **telematics data** from **your ingenie box** against **ingenie** guidelines 3 times a year to determine **driver behaviour**. **Your** premium may increase or decrease during the **period of insurance** as a result of the **driver behaviour**.

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

**ingenie** will not wait until renewal to increase or decrease **your** premium on behalf of the **insurer**; if applicable to **you** this will be done approximately 3 times

during the year (approximately every 90 days). Details of any increases or decreases to **your** premium are available to see in **your** driving **feedback account**.

If **you** have already paid **your** annual premium and **your** premium decreases because of **driver behaviour**, **you** may receive a premium rebate.

If **you** have already paid **your** annual premium and **your** premium increases because of **driver behaviour**, **you** may be asked to pay the additional premium immediately. This will be collected from **your** card details if **you** have provided them.

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

**ingenie** will also assess the **telematics data** from **your ingenie box** against **ingenie** guidelines towards the end of **your period of insurance** to determine **driver behaviour**. **Your** renewal premium may increase or decrease as a result of the **driver behaviour**.

If **you** receive a **highly dangerous message** at any time during the **period of insurance**, **ingenie** will monitor the driving performance and if **ingenie** don't see an improvement or if **driver behaviour** is consistently poor then the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

If **you** receive a **highly dangerous message** in the 6 weeks before **your** renewal date, which has not been considered in **your** renewal calculation, the **insurer** may also amend **your** renewal premium and/or change the compulsory **excess** with effect from the renewal date or withdraw the invitation to renew **your policy**. **ingenie** will confirm these changes to **you** in writing.

The **insurer** and or **ingenie** may cancel **your policy** under **policy** condition 8 on page 39 if **you** drive at unacceptably high speeds, create an extremely high number of harsh braking events or harsh cornering events.

The **ingenie** website contains further information about how **your policy** may be affected by **driver behaviour**.

### Cooling off period

**You** have the right to cancel **your policy** under **policy** condition 8 on page 39.

### If the policy is cancelled

If the **policy** is cancelled, **you** should be aware of the circumstances in which **you** may be liable to pay **ingenie** for the cost of the **ingenie box**, as detailed in **your box contract**.

# WHAT TO DO IF YOU HAVE AN ACCIDENT

## The law

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

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

To help the **insurer** with the claims process

1. Do not apologise or admit fault.
2. Try to collect the following information to give to the Claims helpline. This will help the **insurer** to speed up **your** claim.

**You** must provide full details of

- The other drivers, including their phone numbers and the registration numbers of all vehicles involved. This will allow the **insurer** to contact anybody else involved straight away and, if **you** are not at fault and the **insurer** manages to recover any

money paid, in full, **your** No Claims Discount will not be affected.

- Injuries caused.
- Property damage.
- Witnesses (if there are any).
- Police officers' names and report references. **You** must provide full details of what happened. Taking photos with a camera or mobile phone can help to confirm certain accident details.

## Next steps

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

1. There will be a phone number on all correspondence from the **insurer** for **you** to call should **you** need to contact the **insurer**. Please remember to have **your policy** number ready when **you** call.
2. Please remember to remove all personal belongings from the **car** before it is taken for assessment or repair.
3. Please see page 27 and 28 for details on how the **insurer** will settle **your** claim for sections A or C.

### What to do

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

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

# WHAT TO DO IF YOU NEED TO MAKE A CLAIM

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

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

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

## Start of the claims process

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

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

## Repair service for an accident within the geographical limit

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

## SECTION A - Damage to the car

What is insured	What is not insured
<p>The <b>insurer</b> will pay for damage to the <b>car</b> caused by accidental or malicious damage, or vandalism.</p> <p>1. The <b>insurer</b> will also cover the cost of replacing or repairing the <b>car's</b> audio, navigation and entertainment equipment up to the following amounts:</p> <ul style="list-style-type: none"> <li>a) Unlimited for equipment fitted as original equipment by the manufacturer; or</li> <li>b) £300 for any other equipment provided this equipment is permanently fitted to the <b>car</b>.</li> </ul> <p>To keep <b>you</b> mobile, within the <b>geographical limits</b> only, the <b>insurer</b> will offer <b>you</b> a small courtesy <b>car</b>, free of charge, while the <b>car</b> is being repaired by one of the <b>insurer approved repairers</b> (subject to availability).</p> <p>Once the <b>insurer</b> has decided that the <b>car</b> can be economically repaired by an <b>approved repairer</b>, and if it cannot be driven, the <b>insurer</b> will provide the courtesy <b>car</b> on the next working day for as long as the repairs take.</p> <p>If the <b>car</b> can still be legally driven (in other words, it is roadworthy), the <b>insurer</b> will deliver the courtesy <b>car</b> when the <b>car</b> is collected for repairs. See page 27-28 and 18 for details of how the <b>insurer</b> will settle claims.</p>	<ol style="list-style-type: none"> <li>1. The <b>excesses</b> shown in the <b>schedule</b>; and <b>you</b> must pay these amounts for every incident that <b>you</b> claim for under this section.</li> <li>2. Loss of or damage to the <b>car</b> caused by fire, or by theft.</li> <li>3. Loss of use of the <b>car</b>.</li> <li>4. Wear and tear.</li> <li>5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>6. Loss of or damage to the <b>car</b> caused by an inappropriate type or grade of fuel being used.</li> <li>7. Damage to <b>your</b> tyres caused by braking, punctures, cuts or bursts.</li> <li>8. Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the <b>geographical limits</b>.</li> <li>9. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by the <b>insurer's approved repairer</b>, for any lost or damaged parts or accessories if such parts or accessories are not available.</li> <li>10. Loss of or damage to telephone or other communication equipment.</li> <li>11. The <b>car</b> losing value after, or because of, repairs.</li> <li>12. Any part of a repair or replacement which improves <b>your car</b> beyond its condition before the loss or damage took place.</li> <li>13. Loss of or damage to the <b>car</b> resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.</li> <li>14. The <b>car</b> being confiscated or destroyed by or under order of any government or public or local authority.</li> <li>15. Loss of or damage to any radar detection equipment.</li> <li>16. Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the <b>car</b>.</li> <li>17. Any damage to the <b>car</b> caused deliberately by <b>you</b> or any person driving it with <b>your</b> permission.</li> <li>18. Loss of or damage to the <b>car</b> caused by a person known to <b>you</b> taking the <b>car</b> without <b>your</b> permission, unless that person is reported to the police for taking the <b>car</b> without <b>your</b> permission.</li> </ol>

# YOUR COVER

## SECTION B – Broken windscreen and window glass

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

## SECTION C – Fire and theft

What is insured	What is not insured
<p>1. The <b>insurer</b> will pay for loss of or damage to the <b>car</b> caused by fire, theft or attempted theft.</p> <p>2. The <b>insurer</b> will also cover the cost of replacing or repairing the <b>car's</b> audio, navigation and entertainment equipment up to the following amounts:</p> <p>a) Unlimited if the equipment is fitted as original equipment by the manufacturer; or</p> <p>b) £300 for any other equipment that is permanently fitted to the <b>car</b>.</p> <p>See page 27 and 28 for details of how the <b>insurer</b> will settle claims.</p>	<p>1. Loss of or damage to the <b>car</b> when no one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the <b>car</b> are with <b>you</b> or the person authorised to use the <b>car</b>.</p> <p>2. The <b>excesses</b> shown in the <b>schedule</b>; and <b>you</b> must pay these amounts for every incident that <b>you</b> claim for under this section.</p> <p>3. Loss of use of the <b>car</b>.</p> <p>4. Wear and tear.</p> <p>5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</p> <p>6. Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the <b>geographical limits</b>.</p> <p>7. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by the <b>insurer's approved repairer</b>, for any lost or damaged parts or accessories if such parts or accessories are not available.</p> <p>8. Loss of or damage to telephone or other communication equipment.</p> <p>9. The <b>car</b> losing value after, or because of, repairs.</p> <p>10. Loss of or damage to the <b>car</b> resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.</p> <p>11. Loss of or damage to the <b>car</b> caused by a person known to <b>you</b> taking the <b>car</b> without <b>your</b> permission, unless that person is reported to the police for taking the <b>car</b> without <b>your</b> permission.</p> <p>12. The <b>car</b> being confiscated or destroyed by or under order of any government or public or local authority.</p> <p>13. Loss from taking the <b>car</b> and returning it to its legal owner.</p> <p>14. Loss of or damage to any radar detection equipment.</p> <p>15. Any damage to the <b>car</b> caused deliberately by <b>you</b> or any person driving it with <b>your</b> permission.</p> <p>16. Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the <b>car</b>.</p> <p>17. Any part of a repair or replacement which improves <b>your car</b> beyond its condition before the loss or damage took place.</p>

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

The **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**, the **insurer** will pay for the **car** to be protected and taken to the nearest **approved repairer**.

### **If the car is economically repairable**

If the **car** is repaired by one of the **insurer approved repairers**, please see “Repair service for an accident within the **geographical limits**” on page 23.

**You** do not need to get any estimates, as repairs can begin immediately after the **insurer** has authorised them.

The **insurer** will arrange for one of the **insurer’s** repairers to contact **you** to arrange to collect the **car**.

If **you** do not want to use one of the **insurer’s approved repairers**, **you** will need to send the **insurer** an estimate for the **insurer** to authorise and the **insurer** may need to inspect the **car**. The **insurer** reserves the right to ask **you** to obtain alternative estimates.

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

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

If the condition of the **car** is better after the repair than it was just before it was damaged, the **insurer** may ask **you** to pay a proportion of the repair cost.

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

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

### **If the car is a total loss**

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

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

If the **car** is leased or on contract hire, the **insurer** may pay the leasing or contract hire company first. If the **insurer's** estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount the **insurer** pays them will settle the claim.

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

In the event of a total loss, any payment the **insurer** makes will be after the **insurer** has deducted any applicable **policy excesses** (and any unpaid premium for this **policy**). Where the **market value** of the vehicle is less than the combination of voluntary and compulsory **excesses** on the **policy**, the **insurer** will not make any offer of payment. When **you** accept the **insurer's** offer for total loss, the **car** will belong to the **insurer**.

By purchasing this **policy**, **you** agree that the **insurer** can handle **your** claim in this way.

### Replacement car

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

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

first registered as new (or **you** are the second owner and the first owner is the manufacturer or supplying dealer and delivery mileage is under 250 miles); and

4. the cost of repair is valued at more than 60% of the cost of buying an identical new **car** at the time of the loss or damage (based on the UK list price); and
5. the **car** was supplied as new within the **geographical limits**.

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

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

The **insurer** will only do this if:

1. The **insurer** can buy a **car** within a reasonable time frame from within the **geographical limits**; and
2. The **insurer** has permission from anyone who the **insurer** knows has financial interest in the **car**.

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

# YOUR COVER

## SECTION D – Medical expenses

What is insured	What is not insured
<ol style="list-style-type: none"><li>1. If <b>you</b> or anyone in the <b>car</b> is injured in an accident involving the <b>car</b>, the <b>insurer</b> will pay up to £100 in medical expenses for each injured person.</li></ol>	

## SECTION E – Personal belongings

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

## SECTION F – Personal accident

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

## SECTION G – Liabilities to third parties

What is insured	What is not insured
<p>The <b>insurer</b> will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <p><b>Cover for you</b></p> <ol style="list-style-type: none"> <li>1. <b>You</b> using the <b>car</b>.</li> <li>2. <b>You</b> using a motor <b>car</b> not belonging to <b>you</b> and not hired to <b>you</b> under a hire-purchase agreement or leased to <b>you</b> under a leasing agreement, provided that:             <ol style="list-style-type: none"> <li>a) <b>you</b> are aged 25 or over</li> <li>b) <b>your</b> current <b>certificate of motor insurance</b> allows <b>you</b> to do so; and</li> <li>c) <b>you</b> have the owner's permission to do so; and</li> <li>d) <b>you</b> still have the <b>car</b> and it has not been damaged beyond economical repair nor been stolen and not recovered; and</li> <li>e) the motor <b>car</b> is registered within the</li> <li>f) <b>geographical limits</b>; and</li> <li>g) <b>you</b> are not using the motor <b>car</b> outside of the <b>geographical limits</b>; and</li> <li>h) <b>you</b> are not insured under any other insurance to drive the motor <b>car</b>; and</li> <li>i) there is a current and valid <b>policy</b> of insurance held for that motor <b>car</b> in accordance with the Road Traffic Acts.</li> </ol> </li> <li>3. <b>You</b> using the <b>car</b> to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the <b>car</b> and if allowed by law, provided it is not being towed for hire or reward.</li> </ol> <p><b>Cover for other people</b></p> <ol style="list-style-type: none"> <li>1. Any person driving the <b>car</b> with <b>your</b> permission (as long as <b>your certificate of motor insurance</b> shows that he or she is allowed to drive the <b>car</b>). The person driving must not be excluded from driving the <b>car</b> by any endorsement, exception or condition.</li> <li>2. Any person using (but not driving) the <b>car</b>, with <b>your</b> permission, for social, domestic and pleasure purposes.</li> <li>3. Any passenger in, getting into or getting out of the <b>car</b></li> </ol>	<ol style="list-style-type: none"> <li>1. Any amount the <b>insurer</b> has not agreed to in writing.</li> <li>2. Death of or injury to any of <b>your</b> employees during the course of their work, even if the death or injury is caused by anyone insured by this <b>policy</b>.</li> <li>3. Loss of or damage to property owned by or in the <b>care</b> of the person who is claiming cover under this section.</li> <li>4. Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this <b>policy</b>.</li> <li>5. Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.</li> <li>6. Any amount over £1 million, for any one pollution or contamination event.</li> <li>7. Any amount over £20 million for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage. This limit includes all costs and expenses.</li> </ol> <p>However, the <b>insurer</b> will meet the requirements of any compulsory motor insurance legislation.</p> <ol style="list-style-type: none"> <li>8. Any person using the <b>car</b>, with <b>your</b> permission (as long as <b>your certificate of motor insurance</b> shows that he or she is allowed to drive the <b>car</b>) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the <b>car</b> and if allowed by law, provided it is not being towed for hire or reward.</li> </ol> <p>The <b>insurer</b> will also pay:</p> <ol style="list-style-type: none"> <li>1. solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the <b>geographical limits</b>);</li> <li>2. legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this <b>policy</b>;</li> <li>3. any costs and expenses for which <b>your</b> employer or business partner is legally liable as a result of <b>you</b> using the <b>car</b> for their business;</li> </ol>

## SECTION G – Liabilities to third parties

What is insured	What is not insured
	<ol style="list-style-type: none"><li data-bbox="576 311 1008 359">4. any other costs and expenses for which the <b>insurer</b> have given their written permission; and</li><li data-bbox="576 359 935 391">5. charges set out in the Road Traffic Acts.</li></ol> <p data-bbox="576 414 1002 518">If anyone who is insured by this section dies while they are involved in legal action, the <b>insurer</b> will give the same cover as they had to their legal personal representatives.</p>

## SECTION H – Using **your car** abroad

What is insured	What is not insured
<p>1. The <b>insurer</b> will cover <b>your</b> minimum legal liability to others while <b>you</b> or any other driver covered by this <b>policy</b> and allowed to drive on <b>your</b> current <b>certificate of motor insurance</b> are using the <b>car</b> within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles. Further information on the countries that follow the above EU directive can be found by visiting <a href="http://www.mib.org.uk">www.mib.org.uk</a>.</p> <p>2. The <b>insurer</b> will also provide the cover shown on <b>your schedule</b> for up to a total of 14 days in any <b>period of insurance</b> while <b>you</b> or any driver covered by this <b>policy</b> and allowed to drive on <b>your</b> current <b>certificate of motor insurance</b> are using the <b>car</b> within the countries referred to above, provided <b>your</b> main permanent residence is in the <b>geographical limits</b>.</p> <p>3. If <b>you</b> want to extend <b>your policy</b> to give the same cover to a country outside the countries referred to above, <b>you</b> must:</p> <ol style="list-style-type: none"> <li>tell <b>ingenie</b> before <b>you</b> leave to get the <b>insurer's</b> written agreement to cover <b>you</b> in the countries involved; and</li> <li>pay any additional premium the <b>insurer</b> asks for.</li> </ol> <p>If <b>you</b> request evidence of cover under 1 or 2 above, or <b>your insurer</b> agrees to cover under 3 above, they will issue <b>you</b> with an International Motor Insurance Card (Green Card), if it is a legal requirement of the country <b>you</b> are visiting, as legal evidence of this cover.</p>	<ol style="list-style-type: none"> <li>If <b>your certificate of motor insurance</b> allows <b>you</b> to drive any other vehicle, that cover does not apply outside of the <b>geographical limits</b>.</li> <li>Anything not covered under Article (8) of the EU Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.</li> <li>Normal <b>policy</b> exclusions apply.</li> </ol>

## SECTION I – No Claims Discount

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

## SECTION J – No Claims Discount protection

What is insured	What is not insured
<p><b>You</b> will not lose any of <b>your</b> No Claims Discount as long as:</p> <ol style="list-style-type: none"> <li>1. no more than 2 claims are made in any period of 3 years; and</li> <li>2. <b>you</b> have paid any extra premium the <b>insurer</b> asks for.</li> </ol> <p>After a second claim is made in any 3-year period, this <b>policy</b> section will no longer apply and any further claims will result in the loss of some or all of <b>your</b> No Claims Discount.</p> <p>The protection provided under this section only applies to <b>your</b> No Claims Discount. It does not protect <b>your</b> premium and <b>you</b> may have to pay a higher premium or <b>excess</b> if any claims are made.</p>	

## SECTION K – Replacement locks

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

## POLICY EXCLUSIONS

1. The **insurer** will not cover claims arising directly or indirectly from any of the following:
  - a) The **car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive.
  - b) The **car** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving. However, the **insurer** will still give cover if the person used to hold a licence and is allowed to hold one by law.
  - c) The **car** being driven by someone who does not meet all the conditions of their driving licence.
  - d) The **car** being used for a purpose that is not covered in **your certificate of motor insurance**. However, this exclusion will not apply while the **car** is with a member of the motor trade for servicing or repair.
2. If **you** receive any payment for giving people lifts in the **car**, the **policy** is not valid if:
  - a) The **car** is made or altered to carry more than 8 people including the driver.
  - b) **You** are carrying the passengers as part of a business of carrying passengers.
  - c) **You** are making any profit from the payments **you** receive.
3. The **insurer** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
  - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
  - c) Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
  - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
  - e) Acts of terrorism.
4. The **insurer** will not pay claims arising directly or indirectly from earthquakes, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
5. The **insurer** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
6. Any decision or action of a court which is not within the **geographical limits** is not covered by this **policy** unless the proceedings are brought, or judgement is given in a foreign court because the **car** was used in that country and the **insurer** had agreed to cover it there.
7. The **insurer** will not pay any claims arising directly or indirectly from any **car** being in a place used for the take-off, landing, parking or movement

## POLICY EXCLUSIONS

- 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 unless the event resulting in any liability, injury or damage or accident occurred within the grounds of any of Her Majesty's armed forces bases or camps and did not involve any aircraft, aerial device, or building used for aircraft or ground equipment parking, maintenance or refuelling.
8. If the **car** has been modified, converted or customised to alter the manufacturer's original specification either mechanically or bodily, including non-standard fit alloy wheels, body kit, spoilers, etc., or in any way has its appearance altered and this has not been declared to the **insurer** and has not been accepted by the **insurer**, then cover will not be provided. Please note this does not refer to manufacturer options.
  9. There will be no cover if the **car** was not made for the UK market.
  10. There will be no cover for any **car** that has been subject to a category A or B insurance write off.
  11. Any of the following uses of the **car** are not covered:
    - racing
    - pace-making
    - competitions
    - rallies or track days
    - trials or tests
    - any other off-road event not specified above
  12. The **insurer** will not provide cover for any person driving at the time of the incident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
  13. The **insurer** will not provide cover for a person driving at the time of the incident who is convicted for failure to provide a specimen when requested by police or other official body.
  14. The **insurer** will not provide cover for any person convicted of driving the **car** whilst using a mobile phone at the time of the incident.
  15. The **insurer** will not provide cover if the **car** is carrying more passengers than the seating capacity of the **car**. However, the **insurer** will meet the requirements of any compulsory motor legislation.
  16. The **car** being used to race against another motorist, "road rage" or any deliberate act caused by **you** or any person driving the **car**.
  17. No cover is provided and the **insurer** will not be liable to make any payment or provide any benefit under this **policy** where doing so would expose the **insurer** to any financial sanction or breach any prohibition or restriction imposed by law or regulation. Where any such sanction, prohibition or restriction applies the **insurer** may cancel this **policy** immediately by sending a letter to **your** preferred communication method or last known address. **You** may be entitled to a pro-rata refund of the premium providing

## 1. How to claim

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

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

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

## 2. Dealing with claims

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

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

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

The **insurer** can do any of these in **your** name or in the name of any person claiming under this **policy**. Anyone who makes a claim under this **policy** must give the **insurer** any reasonable information the **insurer** asks for.

## 3. Compulsory insurance

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

## 4. Other insurance

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

## 5. Taking care of your car

Anyone covered by this **policy** must take all reasonable steps they can to protect the **car**, and anything in or attached to it, against loss or damage. (This includes making sure that the **car** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock the **car** are with **you** or the person authorised to use the **car** when no one is in it.) The **car** must be kept in good working order. **You** must ensure **you** have a valid Department for Transport test certificate (MOT) for **your car** if one is needed by law. The **insurer** may examine the **car** at any time.

## 6. Keeping to the terms of the policy

The **insurer** will only pay claims if:

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

## 7. Claims fraud

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

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

The **insurer** may:

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

## 8. Cancelling your policy

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

If **you** cancel **your policy** and cover has not yet started, the **insurer** will refund any premium paid in full. If cover has started, **you** will be charged on a proportionate basis for the period of **policy** cover that **you** have already received.

If **you** cancel **your policy**, **you** should be aware of the circumstances in which **you** may be liable to pay **ingenie** for the cost

of the **ingenie box**, as detailed in **your box contract**. **ingenie** reserve the right to deduct any such sums from any premium refund due.

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

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

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

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

If **you** cancel **your policy**, **you** should be aware of the circumstances in which **you**

## POLICY CONDITIONS

may be liable to pay **ingenie** for the cost of the **ingenie box**, as detailed in **your box contract**.

**ingenie** reserve the right to deduct any such sums from any premium refund due.

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

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

- c) The **insurer** or **ingenie** can cancel this **policy** by sending **you** 7 days' notice where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- If the information provided by **you** to **ingenie**, **ingenie** or the **insurer** is not complete and accurate
- If the **ingenie box** is damaged due to **you**, anyone appointed by **you**, or anyone acting on **your** behalf maliciously tampering or interfering with the **ingenie box**, or **you** deliberately prevent it from working

- If **your ingenie** driving **feedback account** has not been activated
- If **driver behaviour** is consistently poor or if **you** drive at unacceptably high speeds, create an extremely high number of harsh braking events or harsh cornering events
- If **you** default on **your** instalment payments
- If **you** submit a fraudulent claim or **ingenie**, **ingenie** and/or the **insurer** suspect fraud on this or any other **policy you** have with **ingenie**, **ingenie** and/or the **insurer**.
- If **you**, a person acting on **your** behalf, or any person covered to drive the **car** uses threatening, intimidating or abusive behaviour or language towards staff, suppliers or agents of **ingenie**, **ingenie** and/or the **insurer**.
- If **you** exceed the **estimated annual mileage** amount, and **you** do not purchase **top up miles**.

If no claim has been made, or if there is a claim closed as non-fault (a non-fault claim is one where the **insurer** has been able to recover full costs and losses) and neither **you** nor anyone who may be entitled to cover under this **policy** is aware of any circumstances having occurred, which might give rise to a claim during the **period of insurance** the **insurer** will refund a percentage of the premium in proportion to the **period of insurance** left unused.

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

- d) **ingenie** reserve the right to cancel **your**

**policy** in the event that there is a default in instalment payments due under any credit agreement. Notice of cancellation will be sent via **your** preferred delivery method, or to **your** last known address. If a claim has arisen during the current period for which the **insurer** has made a payment and not recovered what the **insurer** has paid out, the full annual premium will be required.

If **you** pay **your** premium monthly, cover under this **policy** will end if **you** do not pay any monthly premium when it is due. **ingenie** will send a letter by **your** preferred delivery method or to **your** last known address giving **you** 7 days notice.

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

**You** must tell **ingenie** as soon as **you** become aware of any changes to the information set out in the **statement of insurance, certificate of insurance** or on **your schedule**. **You** must also tell **ingenie** about the following changes:

1. **You** sell the **car**, change the **car** or its registration number, or **you** get another **car**.
2. There is any change of drivers.
3. Anyone who drives the **car** receives a motoring conviction, driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences.
4. Anyone who drives the **car** develops a health condition, which requires notification to the DVLA.
5. If there is a change in use of **your car** for example, **you** require business use.
6. Anyone who drives the **car** changes

job, starts a new job, including part-time work, or stops work.

7. The **car** is changed from the manufacturer's original specification. Including changes to: audio/entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system.

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

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

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

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

### Mileage

**Your policy** allows the **car** to be driven up to the **estimated annual mileage** which is shown in **your statement of insurance**. **You** are required to select the number of miles **you** would like on **your policy** during the arrangement of **your policy**.

If **you** need to increase **your estimated annual mileage** during the **policy** period, **you** can purchase **top up miles** by contacting **ingenie**. **ingenie** will notify **you** when **you** need to

purchase **top up miles**. If **you** exceed the **estimated annual mileage** amount, and **you** do not purchase **top up miles**, the **insurer** and or **ingenie** reserve the right to cancel **your policy** under **policy** condition 8 on page 39.

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

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

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

# DATA PROTECTION NOTICE

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. 'Personal information' means any information given to **ingenie**, **ingenie** or the **insurer** about **you**, by **you** or anyone else in connection with the particular service or product that the **insurer** is providing to **you**. It also includes **telematics data**.

By taking out this insurance **policy**, **you** confirm that the **insurer** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under **your policy**, **you** should also show this notice to anyone else whose name **you** give to **ingenie**, or the **insurer**, in connection with **your** insurance **policy**.

**Your** privacy is very important to the **insurer**. The **insurer** promises to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date. **You** can help the **insurer** do this by letting **ingenie** now whenever **your** personal details change. **ingenie** will then pass this information on to the **insurer**. The way in which **your** personal information is collected, held and used by the **insurer** complies with all legal requirements, particularly as is required by the Data Protection Act 2018.

For further details please read **ingenie's** privacy **policy** and references to the respective **insurers'** privacy policies at [www.ingenie.com/privacy-policy](http://www.ingenie.com/privacy-policy).

## Your rights

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

- o Asking for access to, and a copy of **your** personal information
- o Asking us to correct, delete or restrict **your** personal information
- o Objecting to the use of **your** personal information
- o Withdrawing the permission that **you** previously provided for us to use **your** personal information
- o Complaining to the Information Commissioner's Office (ICO) at any time if **you** object to the way we use **your** personal information.

For more information, please see [www.ico.org.uk](http://www.ico.org.uk) or call the ICO on 0303 123 1113.

Dealing with others acting on **your** behalf

For **your** protection we will need **your** consent to speak to any third party about **your policy** with the exception of a named driver on the **policy**. We will discuss certain aspects of **your policy** with a named driver and allow them to make some amendments to the **policy** but only **you** can amend the address or cancel the **policy**.

## Motor Insurance Database

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database ("MID") managed by the Motor **Insurers'** Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA

# DATA PROTECTION NOTICE

(Northern Ireland) the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

1. Electronic Licensing.
2. Continuous Insurance Enforcement.
3. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
4. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.
5. If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Any individual (including his or her appointed representatives) who is pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information about **you** which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## How the insurer uses your personal information

The **insurer** will use the personal information provided in order to underwrite **your** insurance **policy**. This means that in the event of a claim, the **insurer** will be provided with a significant amount of

data (including **personal data** about **you**) regarding the incident leading to the claim. The **insurer** may need to release personal information to other **insurers**, regulatory authorities or agents who provide services on the **insurer's** behalf.

The **insurer** and or **ingenie** will also use **your** information to assess **your** insurance application and provide information to credit reference agencies.

To determine premium payment rates at quote and renewal and/or any future invitations, the **insurer** may make checks on the electoral roll and public data through a credit reference agency. These enquiries will be recorded but will not affect **your** credit rating.

The **insurer** may use **your** personal information and the information about **your** use of the **insurer's** products and services to carry out research and analysis about the **insurer's** products and services, as well as to service **your** needs in connection with **your policy**. The **insurer** may contact **you** via email, telephone, post or other means to do this.

The **insurer** will only release **your** personal information to others if:

1. The **insurer** needs to do this to manage **your policy** with the **insurer** (as set out above).
2. **You** have given permission to be contacted in connection with any research or analysis that the **insurer** is carrying out (as mentioned above).
3. The **insurer** needs to prevent fraud (as mentioned below).

# DATA PROTECTION NOTICE

4. The **insurer** is required or permitted to do this by law (for example, if the **insurer** receives a legitimate request from the police or another authority).
5. There are any other circumstances where **you** have given **your** permission.
6. To prevent or detect crime including fraud
7. The **insurer** needs to provide the **telematics data** to third party claimants or their representatives to defend a claim.

If the **insurer** changes the way that they use **your** personal information, the **insurer** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let the **insurer** know as soon as possible.

The **insurer** and or **ingenie** may work with third parties to check **your** personal information against data held about **you** and use this information when calculating **your** premium (such checks may include credit checking).

If **you** require more information on the Data Protection Act **you** may also write to the office of the information commissioner at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Telephone: 01625 54 57 45  
Email: [Mail@ico.gsi.gov.uk](mailto:Mail@ico.gsi.gov.uk)

## Sharing information to prevent fraud

The **insurer** will check **your** information

against a range of registers and anti-fraud databases for completeness and accuracy. The **insurer** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If the **insurer** finds that false or inaccurate information has been given to them, or the **insurer** suspects fraud, the **insurer** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

The **insurer** and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact **ingenie** if **you** want to receive details of the registers and fraud prevention agencies.

## Sharing information

The **insurer** may be required by law to share **your** data, including **telematics data**, with local and government authorities (including the police).

# DATA PROTECTION NOTICE

## Sensitive information

Some of the personal information that the **insurer** asks **you** to provide may be what the Data Protection Act 2018 calls “special category data”. Special category data may include information relating to **your** health, race, religion or any criminal convictions that **you** may have.

The **insurer** will only use special category data about **you** for the specific purpose of underwriting **your** insurance **policy** and to assist in the provision of the services described in **your policy** documents.

## Monitoring and recording calls

The **insurer** may monitor or record telephone calls to monitor and improve the **insurer's** service and to prevent or detect fraud.

## Further Information

**You** are entitled to receive a copy of all the information the **insurer** holds about **you**

including **your** telematics driving data. If **you** would like a copy of **your** information, please contact **ingenie's** data protection team, quoting **your** name, address and insurance **policy** number to the address below:

Data Protection Officer  
2 Des Roches Square,  
Witney,  
Oxfordshire  
OX28 4LE.

Please note the **insurer** may transfer **your** personal data outside of the European Economic Area for purposes of providing the services mentioned in **your policy** documents such as handling **your** claim.

If the **insurer** does so, the **insurer** will ensure it is protected to at least the same level of that required under the Data Protection Act 2018.

## WHAT TO DO IF **YOU** HAVE A COMPLAINT

In this notice the **insurer** means the **insurer** named in **your schedule, certificate of motor insurance and statement of insurance**, and any holding companies, subsidiaries or linked companies.

If **you** are not happy with any aspect of **ingenie**, **ingenie** or the **insurer's** service, **ingenie** will aim to resolve the issue as quickly as possible.

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

**ingenie** has the following complaint procedure, which **you** can follow if **you** are dissatisfied with the service **you** have received:

Let **your** usual point of contact know

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

Telephoning **ingenie** on the number shown on any of **your** documentation letters; or writing to **ingenie** at the address shown below:

**ingenie**  
Europa House  
Midland Way  
Thornbury  
Bristol  
BS35 2JX

**ingenie** will try to resolve **your** complaint by the end of the third business day and send **you** the **ingenie** summary resolution letter. If **ingenie** is unable to do this, **ingenie** will write to **you** within 5 working days to either:

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

**ingenie** will always aim to resolve **your** complaint within 4 weeks of its receipt.

If **ingenie** is unable to do this **ingenie** will give **you** the reasons for the delay and indicate when **ingenie** will be able to provide a final response.

If for any reason **you** remain dissatisfied with the final response from **ingenie**, **you** should escalate the matter as outlined below.

Contact the Financial Ombudsman Service

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

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you**

have tried to resolve it with **ingenie**.

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567  
(Free on mobile phones and landlines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Visit their website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have the permission of **ingenie** to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if they believe the delay was as a result of exceptional circumstances. Following the complaints procedure does not affect **your** right to take legal proceedings.

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

The **insurer** is covered by the Financial Services Compensation Scheme.

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

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the **car**, and for any unused premium, are covered up to 90% of the value of the claim submitted. **You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

## EXPLANATION OF WORDS USED THROUGHOUT THIS DOCUMENT

To make **your policy** documents easy to read, certain words and phrases are printed in bold. These have the meanings set out below.

<b>approved repairer</b>	A repairer approved by the <b>insurer</b> for the repair, damage assessment and or the storage of <b>your car</b> .
<b>highly dangerous message</b>	<b>Highly dangerous messages</b> are created as a result of monitored <b>driver behaviour</b> and will be issued if the <b>car</b> is being driven highly dangerously, such as driving 30mph over the speed limit, or if <b>you</b> have received multiple <b>red messages</b> .
<b>box contract</b>	The contract between <b>you</b> and <b>ingenie</b> relating to: the supply, fitting and maintenance of <b>your ingenie box</b> ; the collection of data from <b>your ingenie box</b> ; and the provision of <b>your</b> feedback app/portal.
<b>car</b>	Any motor car that <b>you</b> have provided details of and for which the <b>insurer</b> has issued a <b>certificate of motor insurance</b> . The car's registration number will be shown on <b>your</b> latest <b>certificate of motor insurance</b> . Accessories and spare parts are included in the definition of the car when they are with the car or locked in <b>your</b> own garage.
<b>certificate of motor insurance</b>	The proof of the motor insurance <b>you</b> need by law. The certificate of motor insurance shows: what <b>car</b> is covered; who is allowed to drive the <b>car</b> ; and what the <b>car</b> can be used for.
<b>driver behaviour</b>	<b>Your ingenie box</b> will measure and transmit various aspects of how the <b>car</b> is driven. These measurements will include (but are not limited to) the speed throughout the journey, braking frequency and force, acceleration, cornering and sudden manoeuvres, miles travelled, the types of routes taken (e.g. A-roads, motorways, country lanes), time and date of travel and the <b>car's</b> location. This <b>telematics data</b> will be used to determine driver behaviour. For more information about the <b>telematics data</b> that will be collected and how it will be used please see " <b>Your</b> personal information and <b>telematics data</b> " in <b>your box contract</b> or go to <a href="http://www.ingenie.com">www.ingenie.com</a>
<b>endorsement</b>	A clause that alters the cover provided by the <b>policy</b> .
<b>excess</b>	The part of a claim <b>you</b> must pay. Sometimes more than one excess can apply, in which case the <b>insurer</b> will add them together.
<b>feedback account</b>	The online account which allows <b>you</b> to see <b>your</b> driving score, get suggestions on how <b>you</b> may be able to improve it, and review recent <b>highly dangerous messages</b> or <b>red messages</b> .

## EXPLANATION OF WORDS USED THROUGHOUT THIS DOCUMENT

<b>fitted black box</b>	A telematics box fitted to <b>your car</b> which transmits <b>telematics data</b> to <b>ingenie</b> . This device is professionally fitted to <b>your car</b> .
<b>geographical limits</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the <b>car</b> is being transported between any of these countries.
<b>ingenie</b>	ingenie is a trading name of A-Plan Holdings (Company No. 750484) (FRN 310164 ) which is authorised and regulated by the Financial Conduct Authority. Registered in England at 2 Des Roches Square, Witney, OX28 4LE. This can be checked on the Financial Services Register by visiting <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> .
<b>ingenie box</b>	A telematics <b>box</b> fitted to the <b>car</b> which transmits <b>telematics data</b> to <b>ingenie</b> . This may be a <b>fitted black box</b> or a <b>self-fit box</b> . The <b>ingenie</b> box may be brand new or may be a reconditioned device.
<b>insurer</b>	The insurance company as specified in the <b>statement of insurance</b> , the <b>schedule</b> and the <b>certificate of motor insurance</b> on whose behalf this document is issued.
<b>market value</b>	The cost of replacing the <b>car</b> with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.
<b>estimated annual mileage</b>	The maximum number of miles which your car can be driven during the current <b>period of insurance</b> . This number is selected by you when arranging the policy and is shown on your <b>statement of insurance</b> .
<b>modifications</b>	Any change to the <b>car's</b> original manufacturer specification unless it is an optional extra fitted at the time of manufacture - for example, a design option like tinted windows that is chosen at purchase. Changes to these optional extras after factory manufacture are not allowed. Post-factory modifications include, but are not restricted to, changes to the appearance and/ or the performance of the <b>car</b> , and include changes made to the <b>car</b> by previous owners.
<b>partner</b>	<b>Your</b> husband, wife, civil partner, or partner living at the same address as <b>you</b> .

## EXPLANATION OF WORDS USED THROUGHOUT THIS DOCUMENT

<b>period of insurance</b>	The length of time that the contract of insurance applies for. This is shown in the <b>schedule</b> .
<b>personal data</b>	Any data which can identify <b>you</b> (either on its own, or when combined with other data which is in our possession).
<b>policy</b>	The policy of insurance purchased by <b>you</b> from the <b>insurer</b> relating to the <b>car</b> , as more particularly detailed in the <b>statement of insurance</b> .
<b>red messages</b>	Red messages are created as a result of monitored <b>driver behaviour</b> and will be issued if the <b>car</b> is being driven dangerously.
<b>schedule</b>	The latest schedule the <b>insurer</b> has issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the <b>car excesses</b> or <b>endorsements</b> .
<b>selected installer</b>	Any company that has been authorised by <b>ingenie</b> to install, repair or remove the <b>ingenie box</b> from the <b>car</b> .
<b>self-fit box</b>	A telematics box fitted either to <b>your car's</b> Onboard Diagnostic Port (OBD) port or to your car's battery which transmits <b>telematics data</b> to <b>ingenie</b> .
<b>statement of insurance</b>	The form that shows the information that <b>you</b> give the <b>insurer</b> , including information given on <b>your</b> behalf and verbal information <b>you</b> give prior to commencement of the <b>policy</b> .
<b>telematics data</b>	Information collected and transmitted by <b>your ingenie box</b> that enables analysis of <b>driver behaviour</b> .
<b>terrorism</b>	Terrorism as defined in the Terrorism Act 2000.
<b>top up miles</b>	The option given to <b>you</b> to increase the available miles permitted under the <b>policy</b> in any one <b>period of insurance</b> .
<b>you/your</b>	The person shown under 'Policyholder details' on the <b>schedule</b> .

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