

VIRGIN MONEY CAR INSURANCE

Your policy booklet

If you need to make a claim, have your policy details to hand.

24/7 Claims Helpline: **0330 303 1126**

Windscreen Helpline: **0330 303 1127**

Calls are charged at your service provider's prevailing rate and may be monitored and recorded for training purposes and to improve the quality of our service.



Virgin Money Car Insurance is arranged and administered by Ageas Retail Limited

VIRGIN MONEY CAR INSURANCE

Thank you for choosing Virgin Money Car Insurance. We know insurance can be a frustrating business, so we aim to make everything as painless as possible.

Your welcome pack includes all the documents you need for your Virgin Money Car Insurance policy. Top of the list is this one – your policy booklet. This booklet provides details about your car insurance including what is covered, making a claim, changing or cancelling your policy and how to complain, should you ever need to.

It might take a while to read through the detail, but it is important you understand exactly what you are insured for, so make a cuppa and find a comfy seat. Checking the documents now means you can drive away safe in the knowledge you are protected.

If you require this document in an alternative format such as Braille or large print please call us on **0330 303 1125**. Lines are open 8am to 8pm, Monday to Friday and 9am to 4pm on Saturdays. Calls are charged at your service provider's prevailing rate and may be monitored and recorded for training purposes and to improve the quality of our service.

Before you start

You will notice some words and phrases highlighted in bold, we have explained what these mean in section 8 at the back of this booklet. Please print this section off so you can refer to it as you read the rest of the document.

If you have any questions once you have read through this booklet, just call us - we will be happy to help.

WHAT IS IN YOUR POLICY BOOKLET

1. Your cover Page 4

We want you to be happy that you have the right cover in place. Find out what policy details you need to check, so you understand what your policy covers, what is not included and what conditions need to be met.

2. Making a claim Page 11

Our guide to make claiming on your policy as straightforward as possible.

3. Changing or cancelling your policy Page 12

Need to change or even cancel your policy? Not a problem. We can do this for you, without any fuss or annoying administration fees.

4. Virgin Money Replacement Vehicle Cover Page 14

We know being without a car is a hassle. That's why your insurance includes Replacement Vehicle Cover as standard. In this section, understand what's included and how to claim.

5. Making a complaint Page 17

We hope you will never have to, but just in case, this section covers our complaints process and how we work hard to resolve any issue you may have.

6. Keeping it legal Page 18

Your Virgin Money Car Insurance policy is a legal contract. To help us all stay on the right side of the law, this section explains the regulations and laws that apply, your legal rights and how we deal with fraud.

7. Protecting your personal details Page 19

Your security is important to us. Find out how we use your personal details and what we do to keep your information safe.

8. Important words and phrases Page 21

This section contains a list of the important words and phrases used in this document and what we mean by them.

1. Your cover

We know **you** probably have a hundred other things to do now **your** insurance is sorted. But while **we** have **your** attention, please take some time to check that **you** are happy with **your** cover. Then **you** can tick it off **your** to-do list and file these documents somewhere safe.

Please check **your policy schedule**

In **your** pack, **you** will find a **policy schedule**. This outlines the cover **you** have chosen and the details specific to **your** policy, which are listed below. Please check these and let **us** know straightaway if anything needs changing:

- > **Your** name and address.
- > **Your** policy start and end dates.
- > Details of the insured vehicle (including registration number).
- > Whether **you** have Comprehensive or Third Party, Fire and Theft (TPFT) cover.
- > The **excess** amounts **you** have chosen (including any voluntary and compulsory policy **excess**).
- > Whether **you** have protected your No Claims Discount (if applicable).
- > The maximum **claim limits** that apply to **your** policy.
- > Any extra cover **you** have asked for.
- > Any endorsements that apply (specific clauses that relate to **your** circumstances).

Keeping it legal

Please also check the fraud and misrepresentation paragraphs in **section 6**. These explain what happens if the information given for **your** policy is incomplete or incorrect.

Check what is covered

The following sections are covered in this policy booklet, but depending on the cover **you** have chosen they may not all apply to **your** policy.

Your policy **schedule** will show **you** the cover **you** have chosen. Please check the relevant sections as these spell out exactly what is and is not covered by **your car insurance**.

Section	Type of cover	
	Comprehensive	Third Party, Fire and Theft
A – Damage to the car	Y	N
B – Damaged windscreen and window glass	Y	N
C – Fire and theft	Y	Y
D – Medical expenses	Y	N
E – Personal belongings	Y	N
F – Personal accident	Y	N
G – Liabilities to third parties	Y	Y
H – Using your car abroad	Y	Y
I – No Claims Discount	Y	Y
J – No Claims Discount protection (if applicable)	Y	Y
K – Replacement locks	Y	N
L – Uninsured driver promise	Y sections A, C & I	N

We know there is a lot to take in, but it is important **we** include the full detail, so **you** know exactly what **you** are covered for.

General exclusions

Our insurance will cover **you** for most things, however there are some 'general exclusions' that apply. **We** have given details of these in the list below.

What is not covered

- ✗ The **Insurer** will not cover claims arising directly or indirectly from any of the following:
 - > **The car** being driven by, or being in the charge of, someone who is not described in **your Certificate of Motor Insurance** as entitled to drive.
 - > **The car** being used for a purpose that is not covered in **your Certificate of Motor Insurance**.

However, the above exclusions will not apply while **the car** is with a member of the motor trade for servicing or repair.

- > **The car** being driven, with **your** permission, by anyone who **you** know does not hold a 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.

- > **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - > **The car** being used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist, on a racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
 - > **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.
- ✗ If **you** receive any payment for giving people lifts in **the car**, the insurance policy is not valid if:
 - > **The car** is made or altered to carry more than eight people including the driver.
 - > **You** are carrying the passengers as part of a business of carrying passengers.
 - > **You** are making any profit from the payments **you** receive.
 - ✗ The **Insurer** will not pay for loss, damage, injury or legal liability, if it is caused directly or indirectly by the following:
 - Ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel.
 - The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
 - Pressure waves caused by aircraft and other flying objects travelling at any speed.
 - War, invasion, revolution, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, or military or usurped power.
 - Acts of terrorism.

- ✗ 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, except under section G.
- ✗ The **Insurer** will not pay for any liability you accept under an agreement or contract unless **you** would have been legally liable anyway.
- ✗ 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.
- ✗ 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. However, the **Insurer** will provide the minimum cover needed under compulsory motor legislation.
- ✗ The **Insurer** will not pay for any of the following:
 - > The **excesses** shown in the schedule. **You** must pay the excess amount for every incident **you** claim for.
 - > Loss of use of **the car**.
 - > Wear and tear.
 - > Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
 - > Loss of or damage to **the car** caused by an inappropriate type or grade of fuel being used.
 - > Damage to tyres caused by braking, punctures, cuts or bursts.
 - > Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
 - > Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
 - > Loss of or damage to telephone or other communication equipment.
 - > **The car** losing value after, or because of, repairs.
 - > Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
 - > **The car** being confiscated or destroyed by or under order of any government or public or local authority.
 - > Loss of or damage to any radar detection equipment.
 - > Any damage to **the car** caused deliberately by **you** or any person driving it with **your** permission.
 - > Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.

- ✗ Provisional licence holders will not be eligible for a **Replacement Car** or courtesy car under the terms of the policy.

It is important to remember that the most **we** will pay for loss or damage is the **maximum claim limit** shown in **your schedule**.

You will need to pay the **excess** shown in **your schedule** for every **incident** you claim for.

Section A – Damage to the car

✓ What is covered?

- > The **Insurer** will pay for damage to **the car** caused by accidental or malicious damage, or vandalism.
- > The **Insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:
 - Unlimited for equipment fitted as original equipment fitted by the manufacturer; or
 - £300 for any other equipment, provided this equipment is permanently fitted to **the car**.
- > Provided a repairer approved by the **Insurer** is used, **you** will be provided with a courtesy car while **your** car is repaired, unless **your** car is deemed beyond economic repair. The courtesy car provided will usually be a small hatchback under 1200cc. If **your** car is deemed beyond economic repair **you** will be provided with a replacement vehicle under **part 4** of this policy. If **the car** can still be legally driven (in other words, it is roadworthy), the **Insurer** will deliver the courtesy car when **the car** is collected for repairs.
- > If the **Insurer** pays for damage to **the car** and **you** have a child car seat fitted to **the car**, **we** will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.

Getting you home following an incident

If, following an incident covered by this policy, **you** are unable to drive **the car**, the **Insurer** can assist with getting **you** and **your** passengers from the scene of the accident to **your** home or to **your** planned destination, subject to a maximum payment of £250. Alternatively, if **you** cannot complete **your** journey, the **Insurer** will pay for overnight accommodation up to £50 per person for **you** and **your** passengers, again subject to a maximum payment of £250.

✗ What is not covered?

- > Loss of or damage to **the car** caused by fire or by theft – see **Section C**.
- > Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
- > Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.

- > A courtesy car will not be provided if **your** car has been stolen, is beyond economical repair or if **you** choose a repairer not on our approved repairers list. **We** cannot guarantee to provide a vehicle adapted to any special needs or disability.

Your Virgin Money Car Insurance provides **Replacement Vehicle Cover** as standard, which may help in situations where the **Insurer** does not provide a courtesy car. Please see **part 4** for full details.

Section B – Damaged windscreen and window glass

✓ What is covered?

- > If **you** have comprehensive cover **we** will cover damage to the windscreen or window glass. The **Insurer** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.
- > If **you** use one of the **Insurer's** chosen glass companies, cover is unlimited. If **you** do not, the most the **Insurer** will pay is £100 after taking off any excess.
- > As long as there has been no other loss or damage, a claim under this section will not affect **your** No Claims Discount.

✗ What is not covered?

- > Repair or replacement of any windscreen or window, unless it is made of glass.

Section C – Fire and theft

✓ What is covered?

- > The **Insurer** will pay for the loss of or damage to **the car** caused by fire, theft or attempted theft.
- > The **Insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:
 - Unlimited if **your** cover is comprehensive and the equipment is fitted as original equipment fitted by the manufacturer; or
 - £300 for any other equipment, provided this equipment is permanently fitted to **the car** or if **your** cover is third party, fire and theft.

✗ What is not covered?

- > Loss of or damage to **the car** when no one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- > Loss arising from **the car** being taken from **you** and returned to its legal owner.
- > Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.

Section D – Medical expenses**✓ What is covered?**

- > If **you** or anyone in **the car** is injured in an accident involving **the car**, the **Insurer** will pay up to £100 in medical expenses for each injured person.

✗ What is not covered?

- > No cover under this section if the policy is held in the name of a corporate organisation, a company or a firm.

Section E – Personal belongings**✓ What is covered?**

- > The **Insurer** will cover personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.
- > The **Insurer** will pay for claims up to £100 per incident.

✗ What is not covered?

- > Any goods, tools or samples that are carried as part of any trade or business.
- > Loss of or damage to telephone or other communication equipment.
- > Money, stamps, tickets, documents and securities (such as share or bond certificates).
- > Loss of or damage to **the car** when no one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- > Loss of or damage to any radar detection equipment.

Section F – Personal accident**✓ What is covered?**

- > If **you** or **your** husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), the **Insurer** will pay the following:
 - For death – £2,500.
 - For total and permanent loss of sight in one eye – £1,500.
 - For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £1,500.
- > The **Insurer** will only pay these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within 3 months of the accident.
- > The cover also applies to any passenger who is getting into, travelling in or getting out of **the car** (as long as there is a passenger seat for that person).

✗ What is not covered?

- > No cover under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- > Death or injury by suicide or attempted suicide.
- > Death of or injury to any person driving **the car** 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.
- > Death of or injury to any person not wearing a seat belt as required by law.
- > More than £10,000 for any one accident.
- > More than £2,500 to any one person for any one accident.
- > If **you**, or **your** husband, wife or civil partner, have more than one car insurance policy with the **Insurer**, they will only pay under one policy.

Section G – Liabilities to third parties**✓ What is covered?**

- > The **Insurer** will cover legal liability for the death of or injury to any person and damage to property caused by or arising from the following situations:

Cover for you

- > **You** using **the car**.
- > **You** using a car not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to **you** under a leasing agreement, provided that:
 - **Your** current **Certificate of Motor Insurance** allows **you** to do so; and
 - **You** have the owner's permission to do so; and
 - **You** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
 - The car is registered within the **geographical limits**; and
 - **You** are not using the car outside of the **geographical limits**; and
 - **You** are not insured under any other insurance to drive the car; and
 - There is a current and valid policy of insurance held for that car in accordance with the Road Traffic Act.
- > **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

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

The **Insurer** will also pay:

- > Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**).
- > Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy.
- > Any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the car** for their business.
- > Any other costs and expenses for which the **Insurer** has given their written permission.
- > Charges set out in the Road Traffic Act.

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

X What is not covered?

- > Any amount the **Insurer** has not agreed in writing.
- > Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employer Liability legislation within the **geographical limits**.
- > Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- > Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this section.
- > 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.
- > Any amount over £1 million, for any one pollution or contamination event.
- > 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.

- > Use to secure the release of a motor car, other than **the car** as described by its registration mark on **your Certificate of Motor Insurance**, which has been seized by, or on behalf of, any government or public authority.

However, the **Insurer** will provide the minimum cover needed under compulsory car insurance legislation.

Section H – Using your car abroad

✓ What is covered?

- > The **Insurer** will cover **your** minimum legal liability to others while **you**, or any driver covered by this policy and allowed to drive on **your** current **Certificate of Motor Insurance**, are using **the car** within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles. **You** do not need an International Motor Insurance Card (Green Card) for visits to these countries.
- > The **Insurer** will also provide the cover shown on **your schedule** for up to 90 days in any **period of cover** while **you**, or any driver covered by this policy and allowed to drive on **your** current **Certificate of Motor Insurance**, are using **the car** within the countries referred to above, provided **your** main permanent home is within the **geographical limits**. Cover also applies while **your** vehicle is being carried between sea or air ports or railway stations within the countries referred to above, as long as this travel is by a recognised sea, air or rail route and the journey does not take longer than 65 hours under normal conditions.
- > The **Insurer** may agree to extend the cover for more than 90 days as long as:
 - **The car** is taxed and registered within the **geographical limits**.
 - **Your** main permanent home is within the **geographical limits**.
 - **Your** visit abroad is only temporary.
 - **You** tell us before **you** leave.
 - **You** pay any additional premium the **Insurer** asks for.
- > If **you** want to extend **your** policy to give the same cover to a country outside the countries referred to above, you must:
 - Tell **us** before **you** leave.
 - Get the **Insurer's** written agreement to cover **you** in the countries involved.
 - Pay any additional premium the **Insurer** asks for.
- > If the **Insurer** agrees to **your** request, they will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.
- > The **Insurer** will also pay customs duty if **the car** is damaged and the **Insurer** decides not to return it after a valid claim on the policy.

X What is not covered?

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

Section I – No Claims Discount**✓ What is covered?**

- > As long as a claim has not been made during the **period of cover** immediately before **your** renewal, the **Insurer** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of cover**, the discount will be stepped back in accordance with the **Insurer's** current scale. **You** may also have to pay a higher excess. **Your** No Claims Discount will not be affected if the only claims made are for a damaged windscreen or window glass, under **Section B** or Emergency treatment charges under **Section G**.

Section J – No Claims Discount protection**✓ What is covered?**

- > **You** will not lose any of **your** No Claims Discount as long as:
 - No more than two claims are made in any period of three years; and
 - **You** have paid any extra premium the **Insurer** asks for.

After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of No Claims Discount.

You may have to pay a higher premium or **excess** if any claims are made.

Section K – Replacement locks**✓ What is covered?**

- > If the keys, lock transmitter or entry card for a keyless entry system of **the car** are lost or stolen, the **Insurer** will pay up to £500 towards the cost of replacing:
 - All entry locks that can be opened by the missing item;
 - The lock transmitter, entry card, key and central locking system; and
 - The ignition and steering lock; as long as the **Insurer** is satisfied that any person who may have **your** keys, transmitter or card, knows the identity or garage address of **the car**.
- > The **Insurer** will also pay the cost of protecting **the car**, transporting it to the nearest repairer when necessary and delivering it after repair to the address shown on **your** current **policy schedule** or any other address the **Insurer** agrees with **you**.

X What is not covered?

- > The first £100 of any claim.
- > Any claim where the keys, lock transmitter or entry card are either:
 - Left in or on **the car** at the time of the loss; or
 - Taken without **your** permission by a person known to **you**.

Section L – Uninsured driver promise**✓ What is covered?**

Where **your** policy provides cover under **Section A – Damage to your car**:

- > If the **Insurer** cannot establish immediately that the damage was not the fault of the person driving **the car** and that the driver of the other vehicle was not insured, **you** may have to pay any **excesses** shown in the **policy schedule**. If subsequently **we** are satisfied that the accident was not the fault of the person driving **the car** and that the driver of the other vehicle was not insured, **we** will repay any **excesses** **you** have paid upon request.

Under **Section I – No Claims Discount**:

- > If the **Insurer** cannot establish immediately that the damage was not the fault of the person driving **the car**, and that the driver of the other vehicle was not insured, **you** may lose **your** No Claims Discount. If subsequently **we** are satisfied that the accident was not the fault of the person driving **the car** or that the driver of the other vehicle was not insured, **we** will reinstate **your** No Claims Discount and refund any premium which may be due to **you** as a result.

Conditions of **your** policy

The following list of conditions note: provisions, rules of conduct, duties and obligations required for cover to be provided. If policy conditions are not met, the **Insurer** may invalidate any claim that is made. Please note that any policy conditions specific to a cover section will be noted within that relevant cover section of this wording and not within the below list.

Dealing with claims

- > **You** must send the **Insurer** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let the **Insurer** know straightaway if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.
 - > **You** or any other person under this policy must not negotiate, admit fault or make a payment unless **you** have the **Insurer's** written permission.
 - > In dealing with any claim under the terms of this policy the **Insurer** may:
 - Carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action; and
 - Take any legal action in **your** name or in 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.

Right of recovery

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

Other insurance

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

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 all windows, doors, roof openings, removable roof panels or hoods are closed and locked, and the keys (or any other device needed to lock **the car**) are not left in or on **the car**.)
- > **The car** must be kept in good working order. The **Insurer** may examine **the car** at any time.

Keeping to the terms of the policy

- > The **Insurer** will only provide cover under this policy if:
 - Any person claiming cover has met with all the terms of the policy, as far as they apply; and
 - The declaration and information given on the **statement of insurance** is complete and correct as far as **you** know; and
 - Any person claiming cover provides the **Insurer** with any reasonable information that they ask for.

2. Making a claim

0330 303 1126*

How to make a claim

Our car insurance claims team are here 24/7, so **you** can call **us** anytime to check what **you** are covered for and whether **you** can make a claim. If **you** need to contact **us** from outside of the UK, please call +44 1242 715949.

What **you** need to know

Whether it is for bumped bodywork or a broken windscreen, **we** know making a claim can be stressful. **Our** specialist claims team will be on hand to help take the frustration out of claiming, so **you** can get **your** vehicle sorted and be back on the road as soon as possible.

Our step-by-step guide will take **you** through the claims process and explain what **you** need to do.

Just before **you** start, please take a moment to read the important points below.

If **you** have an accident

By law, **you** must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses.

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 five days.

People take priority

Before **you** do anything else, check whether anyone is injured and make sure they are looked after. Call for medical help if necessary.

> To help the **Insurer** with the claims process:

- Do not apologise, admit fault, seek settlement or offer to negotiate – if appropriate, the **Insurer** will deal with this.
- Provide full details of the accident, including any property damage and injuries caused.
- If safe to do so, take pictures of the accident scene with **your** mobile phone or camera.
- Sketch a rough diagram of the accident scene.
- Note the details of all involved parties, including name, address, telephone number, vehicle registration number, the name of their insurance company and their policy number.
- Take the details of any other witnesses.

When **you** call

To help **us** deal with your claim as speedily as possible, **we** will ask **you** for:

- > **Your Certificate of Motor Insurance** and details of the incident; or
- > **Your** car registration number, if **you** are at the scene of the accident and do not have **your Certificate of Motor Insurance** with **you**.

What **we** will do

Once **we** have all the information **we** need, 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 and the damage 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

- > Once **we** have details of the incident, if the loss or damage is covered, the **Insurer** will agree the arrangements for repairing **the car** with **you**.
- > If the damage to **the car** can be repaired, the **Insurer** will ask their approved repairer to contact **you** to arrange collection of **the car**.
- > If **you** are using the approved repairer, **you** do not need to get any estimates. Repairs can begin immediately after the **Insurer** has authorised them.
- > If **you** do not wish to use the **Insurer's** approved repairer, **you** will need to get an estimate from **your** own repairer. If **we** think the repair estimate is unreasonable, we may arrange for **your** car to be moved to another repairer.
- > Paying for repairs – the **Insurer** will pay the repair bill, less any policy **excess**.
- > All **you** need to do is pay any policy **excess** directly to the repairer when they deliver **the car** back to **you**.
- > When the work is done, the repairer will contact you to arrange a convenient time to deliver **the car** back to you.

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 towards it.

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

If **the car** is a total loss

The **Insurer** will send you an offer of the **market value** of **the car** once an Engineer has inspected it and confirmed it's a total loss.

If there is an outstanding loan or finance agreement on **the car**:

1. The **Insurer** may pay the finance company first.
2. Anything left over will be paid to **you**.
3. If however, the **market value** of **the car** is less than the amount **you** still owe, **you** will have to pay the balance to **your** finance company.

If there is a contract hire or leasing agreement on **the car**:

1. The **Insurer** may pay the contract hire or leasing company first.
2. The amount the **Insurer** pays will settle the claim.
3. If however, the **market value** of **the car** is less than the amount **you** still owe, **you** will have to pay the balance to **your** contract hire or leasing company.

Your policy **excess**, along with any unpaid premium for this policy will also be deducted from the payment the **Insurer** makes for the total loss of **the car**.

When **you** accept the **Insurer's** offer, **the car** will belong to the **Insurer**.

New Car Replacement

If **you** make a claim under the new car replacement section of **your** Virgin Money Car Insurance policy, the following will apply:

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

- > The loss or damage happens before **the car** is a year old; and
- > **You** are its first and only registered keeper; and
- > **You** have owned **the car** (or it has been hired to **you** under a hire purchase agreement) since it was first registered as new; and
- > 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, including taxes); and
- > **The car** was supplied as new within the **geographical limits**.

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

- > The **Insurer** can buy a car straightaway within the **geographical limits**; and
- > The **Insurer** has permission from the hire purchase company (if this is how **you** bought **the car** and **you** have not finished paying for it).

If the same make, model and specification is not available as a suitable replacement, the **Insurer** will, where possible, provide a similar car of identical list price. If this is not acceptable to **you**, the **Insurer** will pay **you** the price of **the car**, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any **excess** that may apply.

Damaged windscreens and glass

To claim for a damaged windscreen or broken glass, call **our** claims team on **0330 303 1127**.*

3. Changing or cancelling your policy

We know things change and it is important to make sure **your** policy keeps up, so **you** always have the right cover for **your** needs. If **you** need to amend any details or even cancel **your** policy, just let **us** know. There are no annoying administration charges for making changes to **your** Virgin Money Car Insurance policy.

Making changes

The **statement of insurance** enclosed in **your** pack confirms all the personal details **you** gave us for **your** quote. **We** have based **your** insurance cover on these details so please let **us** know straightaway if anything changes, especially any of the following:

- > **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- > If **you** want to add or remove any driver.
- > Anyone who drives **the car** receives a motoring conviction (driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences).
- > Anyone who drives **the car** develops a health condition, which requires notification to the DVLA.
- > **You** change the purpose **the car** is used for.
- > Anyone who drives **the car** changes job, starts a new job, including part-time work or stops work.
- > **The car** is modified or changed in any way from the manufacturer's original specification (including but not limited to: optional fit extras, alloy wheels, suspension, bodywork, engine, audio, video and satellite navigation equipment). All changes made from the manufacturer's standard specification must be disclosed.
- > **You** take **the car** abroad, either for more than 90 days or outside the European Union.
- > **You** change **your** address or the address where **the car** is kept overnight.
- > Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- > Anyone who drives **the car** receives a non-motoring conviction which is not considered spent.
- > **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- > Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- > There is any change to **your** circumstances which may cause **you** to exceed your estimated annual mileage.
- > Anyone who drives **the car** has had insurance refused, cancelled or had special terms applied.
- > There is a change of main user of **the car**.

You should also tell **us** if there are any changes to the information shown on **your Certificate of Motor Insurance** and **your policy schedule**.

What we will do

Whenever **we** make an agreed change to **your** policy, **we** will update the contract and send **you** a new **policy schedule** and **Certificate of Motor Insurance** to replace the existing one in **your** pack. **We** will also send **you** a new policy booklet if **you** ask **us** to.

Any changes to **your** policy may also mean a change to **your** premium and/or **excess**.

We agree to insure **you** under the terms and conditions set out in this policy booklet for loss, damage, injury or liability that happens during the **period of cover**.

Why it is important to keep us in the know

If **you** do not tell **us** about a change or **we** are not able to agree a change **you** have asked for, this may result in an increase in **your** premiums, a claim being refused or only partially paid, or make **your** policy invalid. This means **your** vehicle will not be covered and **you** will not be able to make a claim if **you** need to in the future.

If something has changed and **you** are not sure if it is relevant, please call **us** on **0330 303 1125*** and **we** can let you know.

Cancelling your policy

You have 14 days from when **you** receive **your** policy documents or the purchase date of **your** policy, whichever is later, to telephone or write to **us** at the address shown at the end of this section, if **you** want to cancel **your** policy. This is known as a cooling-off period. If you cancel your policy and cover has not started, the **Insurer** will refund any premium paid. If **you** cancel **your** policy and cover has started as long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

You may cancel **your** policy any time after the cooling-off period by telephoning or writing to **us** at the address shown at the end of this section. As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

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

- > Changes to the information detailed on **your proposal, statement of insurance** or **statement of fact, schedule** or **Certificate of Motor Insurance** which result in the risk of providing cover to **you** no longer being acceptable to **us**.
- > Where the circumstances of a new claim, or an incident **we** or **your Insurer** have become aware of mean that the **Insurer** will no longer wish to provide cover.
- > Where a fraudulent claim has been submitted or the **Insurer** suspects fraud on this or any other policy **you** have with the **Insurer**.
- > Where **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards the **Insurer's** staff, suppliers or agents acting on the **Insurer's** behalf.
- > Where any person claiming cover under this policy fails to provide **us** or **your Insurer** with any reasonable information or documents (such as No Claims Discount) **we** or **your Insurer** ask for. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** or **your Insurer** with the information or documents).
- > Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** or **your Insurer** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy.
- > Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made).
- > Where **we** are unable to collect a premium payment due to a Direct Debit Instruction being cancelled. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium).

As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, **you** must pay the full annual premium and **you** will not be entitled to any refund.

To cancel **your** policy, please call **us** on **0330 303 1125*** or **you** can write to us at:

Customer Services
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke on Trent
ST4 4TW

If **you** need to contact **us** from outside of the UK please call **+44 1782 875 155**.

If **you** cancel this policy **you** must either:

- > Email **us** securely via Online Service to tell **us you** wish to cancel.
- > Return the **Certificate of Motor Insurance** to **us** (if you originally received a paper certificate when **you** took out the policy).

If **we** cancel this policy and **you** received a paper certificate when **you** took out the policy, **you** must return the **Certificate of Motor Insurance** to **us**.

4. Virgin Money Replacement Vehicle Cover

We know being without a car is a hassle **you** can do without. That is why **your** Virgin Money Car Insurance includes **Replacement Vehicle Cover** as standard. So even if **your** car is off the road, **you** can still get from A to B.

Please note, policyholders who hold a provisional licence are not eligible for **Replacement Vehicle Cover**.

How it works

Our Replacement Vehicle Cover will provide **you** with a **replacement vehicle** for up to 30 continuous days, for the following situations where the repairer would not normally provide a courtesy car:

- > A road accident where **you** were at fault and **the car** is a total loss (write off) or cannot be driven.
- > A road accident where **the car** is a total loss (write off) or cannot be driven and the other driver cannot be identified.
- > Fire or vandalism, where **the car** is a total loss (write off) or cannot be driven.
- > Theft or attempted theft of **the car**, where the vehicle cannot be driven or has not been recovered.

When **you** call **us** to report a claim, **we** will let **you** know if **Replacement Vehicle Cover** applies and if so, how **we** will supply the vehicle.

Understanding **your** cover

Please take a moment to read through the detail, so **you** understand what this additional cover provides. **You** will notice some words and phrases highlighted in bold, **we** have explained what these mean in **section 8** at the back.

If **you** have any questions once **you** have read through **your Replacement Vehicle Cover** policy details, just call **us** – **we** will be happy to help.

0330 303 1126*

8am to 8pm, Monday to Friday, 9am to 4pm on Saturdays.

Who provides **your** Replacement Vehicle Cover

Replacement Vehicle Cover is provided by Ageas Insurance Limited for Virgin Money Car Insurance customers whose vehicle is a total loss (write off) or cannot be driven and the repairer cannot provide a courtesy car. This policy will cover **you** for the cost of hiring a **replacement vehicle** from the **hire company**, which is not recoverable from any **third party**.

Ageas Services (UK) Limited will deal with any claims made under this **Replacement Vehicle Cover** policy.

The **hire company** provides the **replacement vehicle** under this **Replacement Vehicle Cover** policy, but the contract of insurance remains between **you** and Ageas Insurance Limited.

If **you** are under 21 years of age, the **hire company** may appoint another hire car company to provide **you** with **your replacement vehicle**.

What is covered

Please check the sections below as these spell out exactly what is and is not covered by **your Replacement Vehicle Cover**.

✓ What is covered?

- > This **Replacement Vehicle Cover** policy provides **you** with a **replacement vehicle** within the **geographical limits** following an **insured incident** occurring during the **period of cover**. **You** will be provided with the **replacement vehicle** for up to 30 continuous days.
- > Only one **replacement vehicle** will be provided per **insured incident**.

X What is not covered?

- > Any claim for a **replacement vehicle** where the **insurer** does not agree to pay **your** claim for loss or damage to **your insured car** under the terms of **your car insurance** policy.
- > If the **insured car** is repaired or replaced under the terms of **your car insurance policy**, before the 30 days of continuous cover ends, the **replacement vehicle** provided under this **Replacement Vehicle Cover** policy will need to be returned on the date **your insured car** is repaired or replaced under **your car insurance policy**.
- > If the **insured car** is stolen but later recovered in a driveable condition, before the 30 days of continuous cover ends, the **replacement vehicle** provided under this **Replacement Vehicle Cover** policy will need to be returned on the date **your insured car** is recovered.
- > Any claim where the **insured car** was being used for hire or reward, racing, competitions, rallies or trials at the time of the **insured incident**.
- > Any claim where the **insured car** has been stolen or has suffered damage from attempted theft, malicious damage or vandalism, which **you** have not reported to the police.
- > Any sea transit charges for the delivery and collection of the **replacement vehicle**.
- > All fees, fines, fares and fuel relating to the **replacement vehicle** while **you** hire it.
- > Any further hire charges due after:
 - The first 30 days of hire; or
 - The date on which the **insured car** is repaired or replaced under the terms of **your car insurance policy**; or
 - The 7th day after **you** receive the first settlement offer from **your** insurer;
 whichever is earlier.

- > Any insurance excess payable in the event of a claim due to an accident involving the **replacement vehicle**.
- > Any claim which **you** report to the **claims handler** more than 14 days after the **insured incident**.
- > Any claim for a **replacement vehicle** which **you** report to the **claims handler** more than 5 days after the **insured car** has been confirmed or accepted, by the **Insurer** (or the **third party insurer**) as a total loss (a 'write off') or unable to be driven.

> Any claim:

- Where the **insured incident** was due to a deliberate or criminal act of an **insured person**;
- Which is fraudulent, false or exaggerated; or
- Which is genuine, but which an **insured person** has used fraudulent means or false statements to make.

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

- > Any **insured incident** which happened before the **Replacement Vehicle Cover** policy started.
- > Any claim for a **replacement vehicle** where **your insured car** was lost or damaged as a direct or indirect result of a flood.
- > Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **Replacement Vehicle Cover** policy did not exist.
- > Any claim for a **replacement vehicle** where it is possible to recover the amount paid to **you** under **your car insurance policy** for the loss or damage to **your insured car** and the cost of a **replacement vehicle** from a **third party**.
- > No more than two claims can be made during the **period of cover**.

How to make a claim

If **you** need a **replacement vehicle** due to an **insured incident**, our claims team can let **you** know if this is covered by **your Replacement Vehicle Cover** policy. **Our** car insurance claims team are here 24/7.

Virgin Money Replacement Vehicle Cover claims
0330 303 1126*

When you call

If the claim is due to an **insured incident**, we will provide **you** with a **replacement vehicle** within one working day of the claim being accepted.

So **we** can arrange **your replacement vehicle**, we will ask **you** to:

- > Give **us your** crime reference number for all theft damage, malicious damage or vandalism related claims.
- > Provide the following to the **hire company**:
 - Valid **car insurance policy** documents including **your current Certificate of Motor Insurance**.
 - A driving licence (both the photocard and paper counterpart, if applicable) for **you** and any other insured drivers you wish to drive the **replacement vehicle**.
 - A credit or debit card when **your replacement vehicle** is provided. **You** may be charged a fee of £1 on **your** card. This will be refunded when **you** return the **replacement vehicle** to the **hire company** providing **you** meet the conditions of this policy.

You will not be able to claim under this **Replacement Vehicle Cover policy** if **you** do not provide these documents and a crime reference number, if applicable.

Additional costs

The hire car will be provided with some fuel and it is **your** responsibility to refill the tank to the same level, ready for the **hire company** to collect (from any UK registered address). Any excess fuel cannot be refunded. **You** will be responsible for any additional necessary costs incurred in delivering or collecting the car (for example, tolls, water crossing).

Cancellation

Your Replacement Vehicle Cover policy runs alongside your Virgin Money Car Insurance policy. If **you** cancel **your** Virgin Money Car Insurance policy for any reason, all benefits under this cover will end.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Where applicable, your claim may be dealt with by Ageas Services (UK) Limited, which is registered in England and Wales No.179136. Ageas Services (UK) Limited is regulated by the Claims Management Regulator authorisation number CRM30633 - its registration is recorded on the website www.claimsregulation.gov.uk Registered address for both is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered number for Ageas Insurance Limited is 354568 England and Wales and for Ageas Services (UK) Limited is 00179136 England and Wales.

5. Making a complaint

We are committed to providing **you** with the best possible service. **We** recognise that sometimes things can go wrong, so if **you** are unhappy with something, please let **us** know so **we** can put it right as soon as possible.

Step 1

You can contact **us** in the following ways:

By phone

Call **us** on **0330 303 1125**. * **We** are here from 8am to 8pm, Monday to Friday and 9am to 4pm on Saturdays.

By email

You can contact **us** by email at help@carinsurance.virginmoney.com. Please include **your** policy number and claim number if appropriate.

In writing

Please write to **us** at:
Customer Relations Team
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke on Trent
ST4 4TW

Step 2

If **you** are insured by Lloyd's of London:
If **you** are still dissatisfied and **you** are insured by Lloyd's of London, **you** may write to:
Policy Holder & Market Assistance Department
Lloyd's Market Services
Lloyd's of London
One Lime Street
London
EC3M 7HA

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

If **we** are unable to do this we will give **you** the reasons for the further delay and indicate when **we** will be able to provide **you** with a final response.

Our complaints process

Whichever way **you** choose to get in touch, **we** will acknowledge **your** complaint within five business days. **We** will aim to resolve **your** complaint within eight weeks, keeping **you** informed of progress. If there is any reason for a delay **we** will let **you** know.

Financial Ombudsman Service

If **you** are not satisfied with **our** final response, or if eight weeks have passed since **you** first raised the matter with **us**, **you** have the right to refer **your** case to the Financial Ombudsman Service.

You can refer **your** complaint to the ombudsman up to six months after **we** have given **our** final decision. They will only consider **your** complaint after **you** have tried to resolve it with **us** first.

Contact details for the Financial Ombudsman are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone

0800 023 4567*

Free for people phoning from a fixed line (for example, a landline at home).

0300 123 9123*

Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email

complaint.info@financial-ombudsman.org.uk

Website

www.financial-ombudsman.org.uk

Making a complaint will not affect **your** legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. Claims for compulsory insurance, such as third party car insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for other types of insurance, such as **Replacement Vehicle Cover**, damage to the **insured car**, and for any unused premium, are covered up to 90% of the value of the claim submitted. For further information see www.fscs.org.uk or phone **0207 741 4100**.*

6. Keeping it legal

By taking out Virgin Money Car Insurance and **Replacement Vehicle Cover**, **you** are entering into a legal contract between **you** and the **Insurer**. Please read this section which covers the laws and regulations that apply, including **your** legal rights and how **we** deal with fraud.

Your contract of insurance

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this contract of insurance, against accidental injury, loss or damage that happens during the **period of cover** and within the **geographical limits**.

Your policy is based on the answers **you** gave us and this information is shown on the **statement of insurance** along with any other information **you** provided. **You** must tell **us** of any changes to the answers **you** have given.

It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**. **You** are required by the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions asked on the **statement of insurance** and to make sure all information supplied is true and correct.

The law that applies

Unless **we** have agreed differently with **you** in writing, this contract will be governed by English law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. (If **you** live in Jersey, the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.) The contractual terms, conditions and other information relating to this contract will be in English.

Rights of third parties

Nothing contained in this contract gives anyone any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- > Gives dishonest, inaccurate or misleading answers to **our** questions.
- > Misleads **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim.

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

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

- > Void the policy and **we** may not refund any premium.
- > Refuse to pay the whole of the claim if any part is in any way fraudulent, false or exaggerated.
- > Recover any costs incurred by **us**, including investigation and legal costs.
- > Recover the cost of any previously paid claims.

We may also:

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

Failure to supply accurate and complete answers may mean that your policy is invalid. This means your vehicle will not be covered and you will not be able to make a claim if you need to in the future.

You must read this policy, the **Certificate of Motor Insurance** and the **policy schedule** together. The **policy schedule** tells **you** which cover level **you** have selected. Please check all documents carefully to make sure they give **you** the cover **you** want.

7. Protecting your personal details

Your security is important to **us**. Find out below how **we** use **your** personal details and what **we** do to keep **your** information safe.

For the following information only, where “**we**”, “**us**” and “**our**” is used this refers to Ageas Retail Limited, the **Insurer** and Ageas Services Limited.

Data Protection Act

Please read this notice carefully as it contains important information about how **we** use **your personal information**. Further details explaining how **we** use **your personal information** relating to **your** policy and **your Replacement Vehicle Cover** may be obtained by visiting carinsurance.virginmoney.com/privacypolicy or contacting **us** at the address at the end of this section. **You** should show these notices to all persons shown in **your policy schedule** as this will also apply to them.

We will use **personal information** (including **sensitive personal data**) **we** hold about **you**:

- > To provide **you** with quotes, arrange and manage **your** insurance policy and provide **you** with the services described in **your** policy documents;
- > To prevent and detect crime; and/or
- > For management information purposes.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to void **your** insurance policy or it could impact **your** ability to claim.

We may share **your personal information**:

- > With other companies within the same group as **us**.
- > With other insurers and business partners or agents providing services on behalf of **us**.
- > With statutory bodies, regulatory authorities and other authorised bodies.
- > If required or permitted to do so by law.
- > With credit reference agencies.
- > With fraud prevention agencies: **Your personal information** will be checked with and recorded by a fraud prevention agency. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agencies. This information will be accessed and used by **us**, law enforcement agencies and other organisations to prevent fraud and money laundering. Other organisations may search the databases held by these fraud prevention agencies when **you** make an application to them for financial products. If such companies suspect fraud, **we** will share **your personal information** with them. The information that **we** share may be used by those companies when making decisions about **you**.

- > With operators of registers available to the insurance industry to check information **you** provide. These include the Claims and Underwriting Exchange Register. **We** may pass information relating to **your** insurance policy and any incident to the operators of these registers, their agents and suppliers.

We may also:

- > Research, collect and use data about **you** from publicly available sources, including social media and networking sites;
- > Use **your personal information** and information about **you** use of **our** products and services to carry out research and analysis; and
- > Check **your personal information** against databases held by **us**.

You can:

- > Ask for further information about how **we** use **your personal information**;
- > Request details of the relevant fraud prevention agencies and/or an explanation of how the information held by such agencies may be used;
- > Submit a complaint; and/or
- > Request a copy of **your personal information** held by **us**;

by writing to the Data Protection Officer at Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent ST4 4TW. Please include **your** name, address and insurance policy number. A small fee of £10 may be charged.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to www.ico.org.uk

8. IMPORTANT WORDS AND PHRASES

This section includes the important words and phrases shown in bold in **your** policy booklet and what we mean by them.

8. Important words and phrases

Important words and phrases – Your Virgin Money Car Insurance

The list below includes the important words and phrases shown in bold in **your** Virgin Money Car Insurance policy and what **we** mean by them.

Certificate of Motor Insurance

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

- > What car is covered.
- > Who is allowed to drive **the car**.
- > What **the car** can be used for.

Endorsement

An additional term the **Insurer** may apply to **your** policy (based on **your** vehicle or circumstances) that changes the cover provided. These only apply if stated on the **policy schedule**.

Excess

The amount **you** must pay towards each claim. This can include both compulsory and voluntary amounts.

Geographical limits

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

Incident

Any event that might lead to a claim.

Insurer

The insurance company or underwriters who provide **your** insurance. Their details are given in the **statement of insurance**, the **policy schedule**, policy summary and the **Certificate of Motor Insurance**. Virgin Money issues these documents on behalf of the **Insurer**.

Market value

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

Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **policy schedule**.

Period of cover

The period of time covered by this policy, as shown in **your policy schedule** or until cancelled. Each renewal represents the start of a new **period of cover**.

Personal information

Any information **we** hold about **you** and any information **you** provide to **us** about someone else.

Policy schedule

The document that shows:

- > **Your** name and address.
- > The **period of cover**.
- > The cover level **you** have chosen.
- > The **excess**.
- > The premium **you** must pay.
- > The vehicle insured.
- > The **maximum claim limit**.
- > Details of any extensions or endorsements.

We issue a **policy schedule** with each new contract of insurance when **you** renew the policy and when **we** change the policy cover.

Sensitive personal data

Some **personal information** that **we** will ask **you** to provide is known as **sensitive personal data**. This will include information relating to health issues, race, religion, and any criminal convictions.

Statement of insurance

This document contains information **you** gave **us** when **you** applied for **your** policy, including verbal information and any details given on **your** behalf.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

The car

Any motor vehicle that **you** have given the **Insurer** details of and for which the **Insurer** has issued a **Certificate of Motor Insurance**. **The car's** registration number will be shown on **your** latest **Certificate of Motor Insurance**.

We, us, our

Ageas Retail Limited or Ageas Services Limited.

You, your

The person or people shown under 'Policyholder details' in the **policy schedule**

Important words and phrases – Your Replacement Vehicle Cover

The list below includes the important words and phrases shown in bold in your **Replacement Vehicle Cover** policy and what we mean by them.

Car insurance policy

The policy **you** have taken out through Virgin Money Car Insurance to cover your insured car.

Claims handler

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

Geographical limits

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

Hire company

Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or any other hire company appointed by the **Insurer**.

Insured car

Any car insured under **your** Virgin Money Car Insurance policy for which **you** hold a current **Certificate of Motor Insurance** at the time of the **insured incident**.

Insured incident

A road traffic accident where **you** were at fault, theft, attempted theft, fire, vandalism or an act of malicious damage within the **geographical limits**, where the **insured car** a total loss (a 'write off') or cannot be driven.

The condition of the **insured car** must be confirmed and accepted by the **Insurer** or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body.

Insured person

A full driving licence holder named on **your** current **Certificate of Motor Insurance** as an authorised driver of the **insured car** on the date of the **insured incident**.

Insurer

Replacement Vehicle Cover is provided for Virgin Money Car Insurance customers by Ageas Insurance Limited, Ageas House, Hampshire, Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Period of cover

The period of the Virgin Money Car Insurance policy which runs at the same time as this policy and does not exceed 12 months.

Policyholder

The person or company shown on the **Certificate of Motor Insurance**.

Replacement vehicle

A **replacement vehicle** which **we** will provide **you** with on a temporary basis in the event of an **insured incident**.

The actual make and model of the **replacement vehicle** will be decided by the hire company. Where possible, the **replacement vehicle** will be of a similar engine size to the **insured car**, subject to a maximum engine size of 1600 cc.

Replacement Vehicle Cover

The cover detailed in section 4 of **your** policy booklet and which forms part of **your** Virgin Money Car Insurance policy.

Third party

Any other person responsible for the **insured incident**, excluding any **insured person**.

You, your

Any **insured person**.

Virgin Money Car Insurance is promoted by Virgin Money Personal Financial Service Ltd and arranged and administered by Ageas Retail Limited. Car Insurance is underwritten by an insurer selected from a panel.

Virgin Money Personal Financial Service Ltd (Financial Services Register No. 179271) and Ageas Retail Limited (Financial Services Register No. 312468) are authorised and regulated by the Financial Conduct Authority.

Virgin Money Personal Financial Service Ltd (Company No. 3072766) is registered in England and Wales. Registered Office Address - Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL.

Ageas Retail Limited (Company No. 1324965) is registered in England and Wales. Registered Office Address - Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Additional cover, such as Breakdown, Excess Protection and Motor Legal Protection, is provided by one of a number of providers, details of which can be found in our Terms of Business Agreement

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