



Notice to Policyholders

This notice forms part of your Ageas policy wording (including the Business Legal Guard policy wording, if the Legal Expenses section is operative). Please read this notice in conjunction with your policy wording and schedule; it provides details of key changes that affect your policy.

These changes apply to your policy wording effective from the start date of your policy.

Insurance Act 2015

The Insurance Act 2015 (the Act) comes into effect on 12th August 2016. This notice contains information on the Act and details of changes to your wording to reflect the provisions of the Act.

Important Notice Amendment

Your duty to make a fair presentation of all material and relevant facts to your insurer has been replaced by a duty to make a fair presentation of all material facts and circumstances that you know or could have discovered after a reasonable search.

Providing us with inaccurate information may still invalidate a policy if we would not have accepted the risk had we known the correct facts and circumstances or if you have recklessly or deliberately misrepresented facts and circumstances.

If we would have accepted the risk but required a higher premium had the correct detail been known, the policy will remain in force, but we will now have the right to proportionately reduce the amount of the claim we pay. For example, if the premium would have been double based on the correct facts we will be entitled to reduce the claim by half instead of having to pay nothing.

If cover would have been provided on different terms (other than those relating to premium) had the correct facts been declared, the policy will remain in force and we can deal with a claim as though those different terms applied at the time of the claim. For example, if an increased excess (the first amount of a claim that you have to pay) would have been applied had the correct facts been known, that increased excess can be deducted from a claim instead of nothing being paid at all.

Average	What this means to you
We will not enforce any term of the policy to the extent that it makes any claim payment subject to Average or to a reduction to reflect underinsurance. You are still obliged to make a fair presentation of your risk and the consequences of failing to do so are outlined in the Fair Presentation section of this notice.	We will pay claims in full, up to the sum or limit insured even if the sum insured or limit or declared value is less than the full cost/value of the item insured provided you have made a fair presentation of the risk.

In addition to the changes due to the Insurance Act 2015 the following additional change to your policy wording is made by this notice

Data Protection Notice (and the Data Protection Notice in the Business Legal Guard policy wording)	What this means to you
<p>The Data Protection Notice in your policy wording(s) are replaced by the following:</p> <p>Privacy Notice</p> <p>We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.</p> <p>Your agent will have their own uses for your personal data, please ask your agent if you would like more information about how they use your personal information.</p> <p>Collecting your information</p> <p>We collect a variety of information about you including personal information such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we also collect sensitive personal information such as details regarding your health, credit history and/or criminal convictions.</p> <p>We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.</p> <p>Using your information</p> <p>The main reason we collect your personal and/or sensitive information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.</p> <p>We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.</p> <p>There may be situations where we will only use your information if you have given us permission such as using or collecting sensitive information. If you have given us such information about someone else, you would have confirmed that you have their permission to do so.</p> <p>Sharing your information</p> <p>We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.</p> <p>Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.</p>	<p>The Data Protection Notice provides details of how we use your data.</p> <p>The replacement Privacy Notice sets out our revised position.</p>

Keeping your information

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

Use and storage of your information overseas

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

Your rights

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

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

What to do if you have a complaint

The Financial Ombudsman Service has amended their definition of Eligible Complainants. The section in your policy wording(s) entitled 'What to do if you have a complaint' is deleted and replaced with the following:

How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at **www.ageas.co.uk/make-a-complaint** (please include **your** policy number and claim number if appropriate).

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

What to do if you are not happy with our response

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you**

What this means to you

The definition has been widened to enable more complainants to refer their complaints to the Ombudsman.

The section in your policy wording(s) entitled 'What to do if you have a complaint' is deleted and replaced with a new section entitled 'How to make a complaint'.

may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

You may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
 - a fewer than 50 employees, or
 - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purpose of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at **www.financial-ombudsman.org.uk**

Alternatively, **you** can write to them at:

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

By phone: **0800 023 4567**

By email: **complaint.info@financial-ombudsman.org.uk**

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

Ageas Insurance Limited

Registered address

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

www.ageas.co.uk

Registered in England and Wales No 354568

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