

# Your John Lewis Car Insurance Policy

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## Table of cover

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Please see the cover indicated on the **Statement of Insurance** and the **Policy Schedule** as these define the cover provided to **you** under this insurance document.

Section Name	Cover Applicable		
	Comprehensive	Third Party Fire and Theft	Third Party Only
Section A: Damage to your car	✓		
Section B: Broken windscreen and windows	✓		
Section C: Fire and theft	✓	✓	
Section D: Medical expenses	✓		
Section E: Personal accident	✓		
Section F: Personal belongings	✓		
Section G: Liabilities to third parties	✓	✓	✓
Section H: Using your car abroad	✓	✓	✓
Section I: No Claims Discount	✓	✓	✓
Section J: No Claims Discount Protection (if applicable)	✓	✓	✓
Section K: Replacement locks	✓		

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## Important telephone numbers

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<b>Customer Service</b>	0345 610 0355	If you wish to discuss or make any changes to your insurance policy please telephone this number.
<b>Claims Helpline</b>	0345 610 0360	If you need to make a claim or request a replacement car following an insured incident, please telephone this number.
<b>Claims Helpline if you are calling from outside the UK</b>	00 44 23 8035 2941	If you need to make a claim from outside the UK please telephone this number.
<b>Windscreen Cover Claims Helpline</b>	0345 610 0361	In the event of a windscreen or windows claim please telephone this number.
<b>Misfuelling Insurance Emergency Helpline</b>	0800 032 0685	In the event of a misfuelling emergency please telephone this number.
<b>Vehicle Identity Theft Insurance</b>	01206 615 000	For legal advice and assistance following incidences of vehicle identity theft please telephone this number.
<b>European Legal &amp; UK Tax Helpline</b>	0344 770 1040 Quote "John Lewis Insurance Motor Legal Protection"	The European Legal and Tax Helpline is provided by ARC Legal Assistance Limited. Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to you.

We may monitor or record telephone calls to monitor and improve our service and to prevent or detect fraud.

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## Policy Wording

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This policy is a contract between **us** and **you**, it is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this insurance policy or that any other person apart from **you** has the right to enforce any part of it.

**You** agree to pay **your** premium under this policy, and in return **we** agree to provide cover, under the terms of this Policy Wording against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**.

### Important

This policy wording is based on the information **you** gave **us** on the **Statement of Insurance** and any other information **you** gave **us**. Please 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 never existed, or **your** claim rejected or not fully paid. Please read this policy wording, the **Certificate of Motor Insurance** and the **Policy Schedule** together. The **Policy Schedule** tells **you** which sections of the policy apply.

### The law applicable to this policy

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

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## Definitions

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These definitions do not apply to the Standard Replacement Car policy, Misfuelling Insurance and Vehicle Identity Theft Insurance, where separate definitions apply.

Throughout this insurance policy the words and phrases printed in **bold** type will have the meanings set out below.

Definitions are listed alphabetically.

### Certificate of Motor Insurance

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

- **the car** that is covered
- who is allowed to drive **the car**
- what **the car** can be used for.

### Endorsement(s)

A clause that alters the cover provided by the policy.

### Excess(es)

The part of a claim **you** must pay.

### Geographical limits

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

### Market value

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

### Period of insurance

The length of time that the contract of insurance applies for. This is shown in the **Policy Schedule**.

### Personal Information

Any information given to **us** or Ageas Retail Limited about **you**, by **you** or anyone else in connection with the insurance.

### Policy Schedule

The latest **Policy Schedule** issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the premium **you** have to pay, **the car** which is insured and details of any **excesses** or **endorsements**.

### Statement of Insurance

The form that shows the information that **you** gave **us**, including information given on **your** behalf and verbal information from **you**.

### The car

Any **vehicle** that **you** have given **us** details of, including registration number, and for which **we** have issued a **Certificate of Motor Insurance**. **The car's** registration number will be shown on **your** latest **Certificate of Motor Insurance**. Accessories and spare parts are included in the definition of **the car** when they are with **the car** or locked in **your** own garage.

### We/us/our

The insurance company or underwriters at Lloyd's named in **your** current **Policy Schedule**, **Certificate of Motor Insurance** and **Statement of Insurance**.

### You/your/yours

The person(s) shown under policyholder details on the **Policy Schedule**.

Your policy is designed to help **you** understand the extent of cover **we** give **you**. On many pages these headings appear:

What is covered	What is not covered
These sections give detailed information on the insurance provided and <b>we</b> recommend that <b>you</b> read it with What is not covered at all times.	These sections will make it clear what's not included in the scope of <b>your</b> policy.

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## General conditions

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These conditions don't apply to the Standard Replacement Car policy, Misfuelling Insurance and Vehicle Identity Theft Insurance, which have separate conditions.

**You** must keep to the following conditions to have the full protection of **your** policy.

If **you** don't comply with them **your** insurer may be forced to cancel the policy, refuse to deal with **your** claim or reduce the amount of any claim payment.

### Compulsory insurance

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

### Other insurance

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

### Reasonable precautions

**You**, and anyone else who is covered by this insurance policy, must take all reasonable steps possible to protect **the car**, and anything in it 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. It includes ensuring that 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. **We** may examine **the car** at any time.

### Keeping to the terms of the policy

**We** will only pay **your** claims as long as:

- any person claiming cover under this insurance policy has met all the terms of the policy, as far as they apply
- the declaration and information shown in the **Statement of Insurance** is complete and correct as far as **you** know.

### Fraud

**We** will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent means to get benefits under this insurance policy.

### Changes you must tell us about

**You** must tell **us** straight away if any of the following happen.

- **You** sell **the car**, or change **the car** or its registration number.
- **You** get another car.
- There are any change of drivers.

- Anyone who drives **the car** gets a motoring conviction, including fixed penalty offences.
- Anyone who drives **the car** suffers from a medical condition which must be made known to the DVLA.
- **You** change the purpose for which **the car** is used.
- **You**, or any driver of **the car** change job or start a new job.
- **The car** is changed from the manufacturer's original specification, This would include:
  - Changes to the bodywork
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Changes affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes, all changes made from the manufacturer's standard specification must be disclosed.

- **You** take **your** car abroad for more than 90 days or outside the EU.
- **You** change **your** address or the address where **you** keep **your** car overnight.
- The details in the **Policy Schedule** change.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- **The car** is likely to go over the annual mileage limit shown in the **Policy Schedule**.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on the insurance.
- Anyone who drives **the car** receives a non motoring conviction which is not considered spent.

If **you** do not tell **us** when any of these things happen, **your** policy may no longer be valid or **we**

may not pay a claim. If **you** are in any doubt please call John Lewis Car Insurance on 0345 610 0355.

### Cancelling your policy

#### Statutory cancellation rights

**You** have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by phoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If cover has not yet started, the Insurer will refund any premium paid in full. If cover has started, the Insurer will refund a percentage of the premium in proportion to the period of insurance left unused. If **we** have paid for the total loss of the car, **you** must pay the full annual premium and **you** will not be entitled to any refund.

#### Cancellation outside the statutory period

After the 14-day period **you** can cancel this policy by phoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. Cancelling any Direct Debit instruction does not mean **you** have cancelled the policy. If no claims have been made during the current period of insurance, **we** will refund a percentage of the premium in proportion to the period of insurance left unused.

If **we** have paid for the total loss of the car, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of the car, **we** will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **we** will not pay any refund.

#### Cancellation by us

**We** and John Lewis Car Insurance 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 statement of insurance, policy 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 John Lewis Car Insurance have become aware of, mean that **we** no longer wish to provide cover
- where a fraudulent claim has been submitted or **we** suspect fraud on this or any other policy **you** have with **us**
- 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 John Lewis Car Insurance staff or **our** staff or suppliers or agents acting on **our**/their behalf
- where any person claiming cover under this policy fails to provide **us** or John Lewis Car Insurance with any reasonable information or documents (such as proof of no claims bonus) that **we** or they ask for. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** or John Lewis Car Insurance with the information or documents
- where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** or John Lewis Car Insurance with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy
- where John Lewis Car Insurance 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 John Lewis Car Insurance 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

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## Claims conditions

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These conditions don't apply to the Standard Replacement Car policy, Misfuelling Insurance and Vehicle Identity Theft Insurance, which have separate conditions.

**You** must keep to the following conditions to have the full protection of **your** policy.

If **you** don't comply with them **your** insurer may be forced to cancel the policy, refuse to deal with **your** claim or reduce the amount of any claim payment.

### How to claim

Please phone **our** Claims Helpline on 0345 610 0360 as soon as possible to report the claim.

If **you** are calling from outside the UK please call 00 44 23 8035 2941.

**Our** Claims Helpline is open 24 hours a day, 365 days a year.

**Our** Claims Helpline is a response service with operators who can immediately confirm whether **your** policy covers **you** for the incident.

**We** may record or monitor calls for training purposes or to improve the quality of the service.

**We** will not accept responsibility if any helpline service fails for any reason which is out of **our** control.

When phoning the Claims Helpline, please have **your** policy number to hand.

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

### Dealing with claims

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

In order to recover any amount **we** have paid **we** can:

- carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action
- take any legal action in **your** name or the name of any other person covered by this policy.

**We** can do any of these things above in **your** name or in the name of any person claiming under this insurance policy.

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

### What to do if you have an accident

#### The law

- **You** must stop 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. If **you** own the vehicle, **you** must give **your** name, address and insurance details to anyone who has a good reason for asking. If **you** do not own the vehicle, **you** must give the owner's name and address.
- If **you** or anyone else is injured in the incident or **you** do not give **your** details to anyone at the scene, **you** must report the incident to the police within 24 hours and provide the police with **your Certificate of Motor Insurance** within 5 days of the incident.

### To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Claims Helpline when **you** call as this will help **us** to speed up **your** claim.
  - Full details of the other driver(s), including their phone number(s), address(es) and the registration number(s) of all other vehicles involved. This will allow **us** to contact anybody else involved in the incident

straight away and, if **you** are not at fault and **we** manage to recover any money **we** have paid, **your** No Claims Discount will not be affected.

- Full details of what happened.
- Injuries caused.
- Property damage.
- Name and contact details of any witnesses.
- Police officers' details and report references.
- Photographs, using a mobile phone if these can be obtained safely.

### Next steps

Call the 24 hour Claims Helpline on 0345 610 0360.

If **you** are calling from outside the UK please call 00 44 23 8035 2941.

- There will be a phone number on all correspondence from **us** for **you** to call if **you** need to contact **us**. Please remember to have **your** claim number ready when **you** call.
- Please remember to remove all personal belongings from **the car** before it is taken for assessment or repair.
- Please see page 14 for more details on how **we** can settle **your** claim under sections A or C.

### Broken windscreen and windows

If **you** have Comprehensive cover.

- Call the Windscreen Cover Claims Helpline on 0345 610 0361 to arrange for the glass to be repaired or replaced.

If **you** use the Windscreen Cover Claims Helpline and their recommended repairer, cover is unlimited. If **you** do not, the most **we** will pay is £100 after taking off any **excess**.

- Repairing a windscreen or window instead of replacing it can save **you** paying the £60 **excess**. Ask one of **our** Customer Service team when **you** call the Windscreen Cover Claims Helpline for more details.

- If **you** do not have Comprehensive cover, **you** can still phone the Windscreen Cover Claims Helpline but **you** will have to pay the cost of replacing or repairing the windscreen or window.

### Repair service for an incident occurring in the UK

#### Repairs

If damage to **the car** is covered and it can be repaired, **we** will arrange for one of **our** approved repairers to contact **you** to arrange to collect **the car**.

#### Authorisation

**You** do not need to get any estimates, repairs can begin immediately after **we** have authorised them.

#### Delivery

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

#### Paying for repairs

**We** will pay the repair bill. All **you** need to do is pay any policy **excess** directly to **our** repairer when they deliver **the car** back to **you**.

#### Keeping you mobile while your car is being repaired

This only applies if **your** Policy Schedule shows **you** have Comprehensive cover.

To keep **you** mobile, in the UK only, **we** will provide a small courtesy car, with a manual gearbox (for example, a Nissan Micra, Ford Ka or similar), free of charge, while **the car** is being repaired by one of **our** approved repairers.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car to **you** on the next working day. **You** may keep it for as long as the repairs take.

If **the car** can still be driven legally, in other words it is roadworthy, **we** will deliver the courtesy car to **you** when **the car** is collected for repairs.

While **you** have the courtesy car **you** will be liable for any fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges that **you** may incur during that time. **You** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs when **you** collect **the car** and return the courtesy car.

### If the car cannot be repaired

If **the car** cannot be economically repaired, **we** will offer **you** a settlement amount within 1 week of the date **we** receive all the documents **we** need together with the engineer's report. Once a settlement is agreed, **we** will send **you** a cheque by first-class post. **We** will answer all correspondence within 5 working days of receiving it.

If **the car** is a total loss (a write-off), **you** must send in all the original documents that **we** ask for on **your** report form. For example, the vehicle registration document (V5C) and the current MOT certificate. **We** will then arrange for an appointed salvage agent to collect **the car** to dispose of it. Please remember to remove all **your** personal belongings from **the car** before it is collected.

### Repair service for an incident occurring outside of the UK

If **you** need to call **us** concerning a claim outside the United Kingdom please contact **us** on 00 44 23 8035 2941.

### General exclusions

- We** will not cover claims arising from any of the following.
  - The car** being driven by someone who is not described as entitled to drive in **your Certificate of Motor Insurance**.
  - 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, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
- 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 8 people including the **driver**, or
  - you** are carrying the passengers as part of a business of carrying passengers, or
  - you** are making a profit from the payments **you** receive.
- We** 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 any nuclear waste arising from burning nuclear fuel.
  - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
  - Pressure waves caused by aircraft (and other flying objects) travelling at sonic or supersonic speeds.
  - Invasion, war, revolution or any similar event.
  - Acts of terrorism as defined in part one of the Terrorism Act 2000 or any successors to this act.
- We** will not pay for any loss, damage, injury or legal liability arising during an earthquake,

- The car** being driven by someone who does not meet all the conditions of their driving licence.
- The car** being used for a purpose that is not covered in **your Certificate of Motor Insurance**.
- The car** being confiscated or destroyed by or under order of any government, public or local authority.

However, loss of or damage to **the car** is covered while **the car** is with a member of the motor trade for servicing or repair.

- riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands, except under Section H.
5. **We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
  6. Any decision or action of a court which is not in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is not covered by this insurance policy unless the proceedings are brought or judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
  7. **We** will not pay any claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.  
However, **we** will provide the minimum cover needed under compulsory motor legislation.

## Your Cover

### Section A – Damage to the car

What is covered	What is not covered
<p><b>We</b> will pay for damage to <b>the car</b>.</p> <p>If <b>we</b> are paying for damage to <b>the car</b> and <b>you</b> have a child car seat fitted to <b>the car</b>, <b>we</b> will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.</p> <p><b>We</b> will also cover the cost of replacing or repairing <b>the car's</b> audio and navigation equipment up to the following amounts.</p> <ul style="list-style-type: none"> <li>– Unlimited amount providing it is standard manufacture specification.</li> <li>– £500 for any other equipment.</li> </ul> <p>If <b>the car</b> is not roadworthy after an incident, which has been reported to <b>us</b> and <b>we</b> have accepted the claim (not including glass), <b>we</b> can arrange to get <b>you</b> and <b>your</b> passengers home or to <b>your</b> planned destination. If <b>you</b> cannot complete <b>your</b> journey, <b>we</b> will pay for overnight accommodation up to £100 for each person (up to £300 in total).</p> <p>To keep <b>you</b> mobile, in the UK only, <b>we</b> will provide a small courtesy car, with a manual gearbox (for example, a Nissan Micra, Ford Ka or similar), free of</p>	<ul style="list-style-type: none"> <li>– Loss of or damage to <b>the car</b> when no-one is in it unless all its windows, doors and roof openings or hood are closed and locked and all keys or devices needed to lock <b>the car</b> are with <b>you</b> or the person authorised to use <b>the car</b>.</li> <li>– The first amount of any claim shown under excesses in <b>your Policy Schedule</b>. <b>You</b> must pay these amounts for every incident that <b>you</b> claim for under this section unless <b>the car</b> is accidentally damaged by another and             <ul style="list-style-type: none"> <li>- the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and</li> <li>- the damage was not the fault of the person driving <b>the car</b>, and</li> <li>- <b>you</b> provide <b>us</b> with the registration number and make and model of the other car and if possible, the name of the driver of <b>the car</b>, and</li> <li>- <b>we</b> confirm that the driver of <b>the car</b> causing the damage was not insured and</li> <li>- the incident is reported to the Police as soon as possible and they assign a crime reference number</li> </ul> </li> </ul>

**Section A – Damage to the car (continued)**

What is covered	What is not covered
<p>charge, for the time <b>the car</b> is being repaired by one of <b>our</b> approved repairers.</p> <p>Once <b>we</b> have decided that <b>the car</b> can be economically repaired by one of <b>our</b> approved repairers and if it cannot be driven, <b>we</b> will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If <b>the car</b> can still be driven legally, in other words it is roadworthy, <b>we</b> will deliver the courtesy car to <b>you</b> when <b>the car</b> is collected for repairs.</p> <p>See page 14 for details of how <b>we</b> may settle claims.</p>	<p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving <b>the car</b> and that the driver of the other car was not insured <b>you</b> may have to pay any excesses shown in <b>The Schedule</b>. However if subsequently <b>we</b> are satisfied that the accident was not the fault of the person driving <b>the car</b> and that the driver of the other car was not insured <b>we</b> will repay any excesses <b>you</b> have paid upon request.</p> <ul style="list-style-type: none"> <li>– Loss of or damage to <b>the car</b> caused by fire or theft.</li> <li>– Loss of use of <b>the car</b>.</li> <li>– Wear and tear.</li> <li>– Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>– Damage to <b>your</b> tyres caused by braking, punctures, cuts or bursts.</li> <li>– Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.</li> <li>– 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.</li> <li>– Loss of or damage to telephone equipment.</li> <li>– <b>The car</b> losing value after, or because of, repairs.</li> <li>– Loss of or damage to <b>the car</b> resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.</li> <li>– <b>The car</b> being confiscated or destroyed by or under order of any government, public or local authority or finance company.</li> </ul>

## Section B – Broken windscreen and windows

What is covered	What is not covered
<p>If the windscreen or any window in <b>the car</b> is broken during the <b>period of insurance we</b> will pay the cost of repairing or replacing it. <b>We</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> phone the Windscreen Cover Claims Helpline and use their recommended repairer, cover is unlimited. If <b>you</b> do not, the most <b>we</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>	<ul style="list-style-type: none"> <li>– The first £60 of any claim if the glass is replaced rather than repaired.</li> <li>– Loss of use of <b>the car</b>.</li> <li>– Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.</li> <li>– 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.</li> </ul>

## Section C – Fire and theft

What is covered	What is not covered
<p><b>We</b> will pay for loss of or damage to <b>the car</b> caused by fire or theft.</p> <p>If <b>we</b> are paying for loss or damage to <b>the car</b> and <b>you</b> have a child car seat fitted to <b>the car</b>, <b>we</b> will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.</p> <p><b>We</b> will also cover the cost of replacing or repairing <b>the car's</b> audio and navigation equipment up to the following amounts.</p> <ul style="list-style-type: none"> <li>– Unlimited amount providing it is standard manufacture specification.</li> <li>– £500 for any other equipment.</li> </ul> <p>See page 14 for details of how <b>we</b> may settle claims.</p>	<ul style="list-style-type: none"> <li>– Loss of or damage to <b>the car</b> when no-one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock <b>the car</b> are with <b>you</b> or the person authorised to use <b>the car</b>.</li> <li>– Loss of use of <b>the car</b>.</li> <li>– Wear and tear.</li> <li>– Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>– Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.</li> <li>– 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.</li> <li>– Loss of or damage to telephone equipment.</li> <li>– <b>The car</b> losing value after, or because of, repairs.</li> <li>– Loss of or damage to <b>the car</b> resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.</li> </ul>

**Section C – Fire and theft (continued)**

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>– Loss of or damage to <b>the car</b> caused by a member of <b>your</b> immediate family, or a person living in <b>your</b> home, taking <b>the car</b> without <b>your</b> permission.</li> <li>– <b>The car</b> being confiscated or destroyed by or under order of any government, public or local authority.</li> <li>– Loss from taking <b>the car</b> and returning it to its legal owner.</li> <li>– The first amount of any claim shown under the <b>excesses</b> in the <b>Policy Schedule</b>.</li> </ul>

**How we may settle your claim under sections A or C**

**We** 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, **we** 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 **our** approved repairers, please refer to the information about **our** Claims Conditions on page 8.

**You** do not need to get any estimates. Repairs can begin immediately after **we** have authorised them.

**We** will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. Repairs made by the approved repairers are guaranteed for 3 years.

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** when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** estimates from 2 different repairers for **us** to authorise and **we**

may need to inspect **the car**. **We** will then choose which repairer to use.

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

If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

The repairer can use parts that compare in quality to those available to the manufacturer.

**If the car is a total loss**

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

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

If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any policy **excess** and any unpaid premium for this policy.

When **you** accept **our** offer for total loss, **the car** will belong to **us**.

**We** 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
- 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).

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

**We** will only do this if:

- **we** can buy a car straight away in the UK, and
- **we** have permission from the finance company (if this is how **you** bought **the car** and **you** have not finished paying for it).

## Section D – Medical expenses

What is covered	What is not covered
<p>If <b>you</b> or anyone in <b>the car</b> is injured in an incident involving <b>the car</b>, <b>we</b> will pay up to £500 in medical expenses for each injured person.</p>	

## Section E – Personal accident

What is covered	What is not covered
<p>If <b>you</b> or <b>your</b> husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of <b>the car</b> (or any other private car that <b>you</b> do not own), <b>we</b> will pay the following:</p> <ul style="list-style-type: none"> <li>– For death – £10,000.</li> <li>– For total and permanent loss of sight in one eye – £5,000.</li> <li>– For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £5,000.</li> </ul> <p><b>We</b> 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.</p> <p>This cover also applies to any passenger who is getting into, travelling in or getting out of <b>the car</b> (as long as there is a passenger seat for that person).</p>	<ul style="list-style-type: none"> <li>– Death or injury caused by suicide or attempted suicide.</li> <li>– Death of or injury to any person convicted of driving the <b>vehicle</b> whilst under the influence of drink or drugs at the time of the accident.</li> <li>– Death of or injury to any person not wearing a seat belt when they have to by law.</li> <li>– More than £10,000 for any 1 accident.</li> <li>– More than £10,000 to any 1 person for any 1 accident.</li> </ul> <p>If <b>you</b>, or <b>your</b> husband, wife or civil partner, have more than 1 car insurance policy with <b>us</b>, <b>we</b> will only pay under 1 policy.</p>

## Section F – Personal belongings

What is covered	What is not covered
<p><b>We</b> will cover personal belongings in <b>the car</b> which are lost or damaged following an accident, fire or theft involving <b>the car</b>.</p> <p><b>You</b> are covered for the cost of the item, less an amount for the wear and tear and loss of value.</p>	<ul style="list-style-type: none"> <li>– More than £250 for each incident.</li> <li>– Any goods, tools or samples which are carried as part of any trade or business.</li> <li>– Loss of or damage to telephone equipment.</li> <li>– Money, stamps, tickets, documents and securities (such as share or bond certificates).</li> <li>– Loss or damage when no-one is in <b>the car</b> unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock <b>the car</b> are with <b>you</b> or the person authorised to use <b>the car</b>.</li> </ul>

## Section G – Liabilities to third parties

What is covered	What is not covered
<p><b>We</b> will cover legal liability for the death of or injury to any person and damage to property caused by the following:</p> <ul style="list-style-type: none"> <li>– <b>You</b> using <b>the car</b>.</li> <li>– Any person driving <b>the 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 <b>the car</b>). The person driving must not be excluded from driving <b>the car</b> by any <b>endorsement</b>, exception or condition.</li> <li>– Any person using (but not driving) <b>the car</b>, with <b>your</b> permission, for social, domestic and pleasure purposes.</li> <li>– Any passenger in, getting in to or getting out of <b>the car</b>.</li> <li>– Any single trailer, trailer-caravan or broken down <b>vehicle</b> while it is attached to <b>the car</b> and if allowed by law.</li> <li>– <b>You</b> using a motor car 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, as long as <b>you</b> have the owner's permission and <b>your</b> current <b>Certificate of Motor Insurance</b> allows <b>you</b> to do so.</li> </ul>	<ul style="list-style-type: none"> <li>– Any amount <b>we</b> have not agreed to in writing.</li> <li>– Death of or injury to any of <b>your</b> employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. However, <b>we</b> will provide the minimum cover needed under compulsory motor insurance legislation.</li> <li>– Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.</li> <li>– Any loss of or damage to a vehicle, trailer, trailer-caravan or broken down vehicle covered by this policy.</li> <li>– Any loss or damage caused while any vehicle is 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 Custom's examination area. However, <b>we</b> will provide the minimum cover needed under compulsory motor insurance legislation.</li> </ul>

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

What is covered	What is not covered
<p>This cover will not apply if:</p> <ul style="list-style-type: none"> <li>– <b>you</b> have disposed of <b>the car</b> or it has been damaged beyond economical repair or it has been stolen and not recovered, or</li> <li>– the motor <b>car</b> is registered outside the UK, or</li> <li>– <b>you</b> are covered by any other insurance to drive the motor <b>car</b>, or</li> <li>– <b>you</b> are using the motor <b>car</b> outside the UK.</li> </ul> <p><b>We</b> will also pay.</p> <ul style="list-style-type: none"> <li>– Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction, at <b>our</b> discretion.</li> <li>– Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an incident covered under this policy, at <b>our</b> discretion.</li> <li>– Any costs and expenses for which <b>your</b> employer or business partner is legally liable as a result of <b>you</b> using <b>the car</b> for their business.</li> <li>– Any other costs and expenses for which <b>we</b> have given <b>our</b> written permission.</li> <li>– Emergency treatment charges set out in the Road Traffic Acts.</li> </ul> <p>If the only payment <b>we</b> make is for emergency treatment charges, this will not affect <b>your</b> No Claims Discount.</p> <p>If anyone who is insured by this section dies while they are involved in legal action, <b>we</b> will give the same cover as they had to their legal personal representatives.</p>	<ul style="list-style-type: none"> <li>– 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>– Any amount over £1,000,000 for one pollution or contamination event.</li> <li>– Any amount over £20,000,000, exclusive of costs and expenses for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.</li> <li>– Any amount over £5,000,000 for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.</li> </ul> <p>However, <b>we</b> will provide the minimum cover needed under compulsory motor insurance legislation.</p>

## Section H – Using your car abroad

What is covered	What is not covered
<p><b>We</b> will cover <b>your</b> legal liability to others while <b>you</b> are using <b>the car</b> within the European Union (EU) and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC). <b>You</b> do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>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>	

## Section H – Using your car abroad (continued)

What is covered	What is not covered
<p><b>We</b> will also provide the cover shown on <b>your Policy Schedule</b> for up to 90 days in any <b>period of insurance</b> while <b>you</b> are using <b>the car</b> within the countries referred to above.</p> <p>If <b>you</b> want to extend <b>your</b> policy to give the same cover for more than 90 days, or to a country outside the countries referred to above, <b>you</b> must:</p> <ul style="list-style-type: none"> <li>– tell <b>us</b> before <b>you</b> leave</li> <li>– get <b>our</b> written agreement to cover <b>you</b> in the countries involved</li> <li>– pay any additional premium <b>we</b> request.</li> </ul> <p><b>We</b> will also pay custom's duty if <b>the car</b> is damaged and <b>we</b> decide not to return it after a valid claim on the policy.</p>	

## Section I – No Claims Discount

What is covered	What is not covered
<p>As long as a claim has not been made during the <b>period of insurance</b> immediately before <b>your</b> renewal, <b>we</b> will include a discount in <b>your</b> renewal premium. <b>You</b> may not transfer this discount to any other person.</p> <p><b>Your</b> No Claims Discount will not be affected if the only claims made are for</p> <ul style="list-style-type: none"> <li>– accidental damage caused by another car (under section A – Damage to the car) if             <ul style="list-style-type: none"> <li>- the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and</li> <li>- the damage was not the fault of the person driving <b>the car</b>, and</li> <li>- <b>you</b> provide <b>us</b> with the registration number and make and model of the other car and if possible, the name of the driver of <b>the car</b>, and</li> <li>- <b>we</b> confirm that the driver of <b>the car</b> causing the damage was not insured and</li> <li>- the incident is reported to the Police as soon as possible and they assign a crime reference number</li> </ul> </li> </ul> <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving <b>the car</b> and that the driver of the other car was not insured</p>	<p>As long as a claim has not been made during the period of insurance immediately before <b>your</b> renewal, <b>we</b> will include a discount in <b>your</b> renewal premium. <b>You</b> may not transfer this discount to any other person.</p>

## Section I – No Claims Discount (continued)

What is covered	What is not covered
<p><b>you</b> may lose <b>your</b> No Claims Discount. However if subsequently <b>we</b> are satisfied that the accident was not the fault of the person driving <b>the car</b> or that the driver of the other car was not insured <b>we</b> will reinstate <b>your</b> no claim discount and refund any premium which may be due to <b>you</b> as a result.</p> <ul style="list-style-type: none"> <li>– a broken windscreen or windows under Section B</li> <li>– emergency treatment charges under Section G of the policy</li> </ul>	

## Section J – No Claims Discount Protection

**Your Policy Schedule** will show if the cover provided in this section has been selected.

What is covered	What is not covered
<p><b>You</b> will not lose any of <b>your</b> No Claims Discount as long as:</p> <ul style="list-style-type: none"> <li>– <b>you</b> have made no more than 2 claims during 3 continuous <b>periods of insurance</b>, and</li> <li>– <b>you</b> have paid any extra premium <b>we</b> ask for.</li> </ul> <p>A second claim in any 3 year period will result in the loss of this policy section.</p> <p><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 covered	What is not covered
<p>If the keys, lock transmitter or entry card for a keyless entry system of <b>the car</b> are lost or stolen, <b>we</b> will pay the cost of replacing:</p> <ul style="list-style-type: none"> <li>– all entry locks that can be opened by the missing item</li> <li>– the lock transmitter, entry card and central locking system</li> <li>– the ignition and steering lock</li> </ul> <p>as long as <b>we</b> are satisfied that any person who may have <b>your</b> keys, transmitter or card, knows the identity or garage address of <b>the car</b>.</p> <p><b>We</b> will also pay the cost of protecting <b>the car</b>, transporting it to the nearest repairers when necessary and delivering it after repair to the address shown on <b>your</b> current schedule or any other address <b>we</b> agree with <b>you</b> once repairs are complete.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>– the first £100 of any claim</li> <li>– any claim if the keys, lock transmitter or entry card are either             <ol style="list-style-type: none"> <li>a) left in or on <b>the car</b> at the time of the loss</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> </ul>

The John Lewis Car Insurance Policy incorporates car insurance together with Replacement Car, Misfuelling Cover and Vehicle Identity Theft Cover. Each element of **your** policy may be underwritten by different insurers who all have unique contact details.

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## Replacement Car Policy Wording

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This insurance policy is provided for John Lewis Car Insurance customers by Ageas Insurance Limited. Please take the time to read the details of **your replacement car policy**. If there is anything **you** do not understand, please call John Lewis Car Insurance on 0345 610 0355 who will be happy to help.

### Your Demands and Needs

This policy meets the demands and needs of John Lewis Car Insurance customers, should **your insured car** become a total loss (write off) or immobilised due to a fault road traffic accident, theft, vandalism or an act of malicious damage. A **replacement car** will be provided by the **hire company** and where applicable **you** will be covered to claim back costs incurred for an emergency taxi or alternative public transport fares. This policy will only cover **replacement car** hire charges that cannot be recovered from a **third party**.

### Definitions

All through **your replacement car policy** there are certain words printed in **bold**. These words have special meanings which are shown below.

#### 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 such other **hire company** as the **insurer** may appoint from time to time.

#### Insurer

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, registered in England and Wales No 354568. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register Number 202039

#### Insured incident

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

#### Insured person

A full driving licence holder, who is authorised under **your** John Lewis Car Insurance **policy** to drive the **insured car** (as shown on the current certificate of motor insurance issued by John Lewis Car Insurance) as at the date of the **insured incident**.

#### Insured Car

Any car which **you** insure through John Lewis Car Insurance under **your** John Lewis Car Insurance policy for which **you** hold a current certificate of motor insurance at the time of the **insured incident**.

#### Motor insurance policy

The **motor insurance policy** which **you** have taken out through John Lewis Car Insurance to cover **your insured car**.

### Period of Insurance

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

### Replacement Car

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

The actual make and model of the **replacement car** will be decided by the **hire company**. The **replacement car** will, where possible, be of a similar engine size to the **insured car** but will be subject to a maximum engine size of 1200 cc.

### Replacement car policy

This **replacement car policy** which forms part of **your motor insurance policy**.

### Third party

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

### You, your

Any **insured person**.

### Who provides your cover?

This **replacement car policy** is sold and administered by John Lewis Car Insurance and underwritten by Ageas Insurance Limited. This **replacement car policy** is subject to the terms and conditions that follow.

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

Claims handling for this **replacement car policy** is provided by Ageas Services (UK) Limited.

The **hire company** provides the **replacement car** under this **replacement car 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 car**.

### What is covered

1. This **Replacement car policy** provides **you** with a **replacement car** within the **geographical limits** following an **insured incident** occurring during the **period of insurance**. **You** will be provided with the **replacement car** for up to 30 continuous days.

### What is not covered

1. Any claim for a **replacement car** where the motor insurer does not agree to pay **your** claim for loss or damage to **your insured car** under the terms of **your motor insurance policy** following an **insured incident** which gives rise to a claim under this **replacement car policy**.
2. Any claim where the **insured car** was being used for hire or reward, racing, competitions, rallies or trials at the time of the **insured incident**.
3. 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.
4. Any sea transit charges for the delivery and collection of the **replacement car**.
5. All fees, fines, fares and fuel relating to the **replacement car** while **you** hire it.
6. Any further hire charges due after;
  - a) the first 30 days of hire; or
  - b) the date on which the **insured car** is repaired or replaced under the terms of **your motor insurance policy**; or

What is covered	What is not covered
<p>2. The taxi fare, or alternative public transport fare, for an emergency journey, travelling to and returning from a single destination, whilst waiting for delivery of the <b>replacement car</b> up to a maximum of £50. <b>You</b> may only make one claim per <b>insured incident</b>.</p> <p>3. Only one <b>replacement car</b> will be provided per <b>insured incident</b>.</p>	<p>c) the seventh day since receiving the first settlement offer from <b>your insurer</b>; or</p> <p>d) the date on which a stolen vehicle is recovered in a driveable condition under the terms of <b>your motor insurance policy</b>; whichever is earlier.</p> <p>7. Any insurance excess payable in the event of a claim arising out of an accident involving the <b>replacement car</b>.</p> <p>8. Any claim which <b>you</b> report to the <b>claims handler</b> more than 14 days after the <b>insured incident</b>.</p> <p>9. Any claim for a <b>replacement car</b> which <b>you</b> report to the <b>claims handler</b> more than 5 days after the <b>insured car</b> has been determined, or accepted, by the Insurer (or the <b>Third party insurer</b>) to be a total loss (a write off) or immobilised.</p> <p>10. Any claim:</p> <ul style="list-style-type: none"> <li>a) where the <b>insured incident</b> was due to a deliberate or criminal act of an <b>insured person</b>;</li> <li>b) which is fraudulent, false or exaggerated; or</li> <li>c) which is genuine, but which an <b>insured person</b> has used fraudulent means or false statements to make.</li> </ul> <p>In these circumstances the <b>insured person</b> will be held responsible for any costs paid or due to the <b>hire company</b>.</p> <p>11. Any <b>insured incident</b> which happened before the <b>replacement car policy</b> started.</p> <p>12. Any claim for a <b>replacement car</b> where <b>your insured car</b> was lost or damaged as a direct or indirect result of a flood.</p> <p>13. Any claim for a <b>replacement car</b> which is covered under any other <b>policy</b>, or any claim that would have been covered by another policy, if this <b>replacement car policy</b> did not exist.</p> <p>14. Any claim for a <b>replacement car</b> where it is possible to recover the amount paid to <b>you</b> under <b>your motor insurance policy</b> for the loss or damage to <b>your insured car</b> and the cost of a <b>replacement car</b> from a <b>third party</b>.</p> <p>15. Any claim for a taxi fare or public transport fare, without a valid receipt or documentary evidence.</p>

What is covered	What is not covered
	<p>16. Any excess taxi fare or public transport fare, beyond the maximum of £50, per <b>insured incident</b>.</p> <p>17. Any claim for any taxi fare or public transport fare, after the time the <b>replacement car</b> has been delivered.</p> <p>18. No more than two claims can be made during the <b>period of insurance</b>.</p>

### How to make a claim

If **you** need to make a claim for a **replacement car** due to an **insured incident** then please call Ageas Services (UK) Limited on **0345 610 0360**. Lines are open 8am – 9.30pm Monday to Friday.

If the claim is due to an **insured incident you** will be provided with a **replacement car** within 1 working day of the claim being accepted. The following process will be undertaken to provide a **replacement car**:

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

The hire car will be provided with some fuel

and it is **your** responsibility to replenish the tank to the same level as **you** received it, ready for the **hire company** to collect (from any UK registered address). Any excess fuel cannot be refunded.

**You** will be responsible for any additional, necessary costs that are incurred in delivering or collecting the car (e.g. tolls, water crossings).

In the unlikely event the **hire company** are unable to provide **you** with a **replacement car**, a one-off payment of up to £600.00 will be made. The cash settlement will be calculated on the hire equivalent of a similar engine size to the **insured car** up to a maximum engine size of 1200cc.

### How to claim your taxi or alternative public transport fare

To be reimbursed for **your** taxi fare, or alternative public transport fare, please send documentary evidence or a valid receipt to Customer Services Advisor, Ageas Services (UK) Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucester, GL3 4FA. Please quote **your** name, claims reference number, policy number and vehicle registration number. Alternatively please send it by email to [asl@ageas.co.uk](mailto:asl@ageas.co.uk)

### Cancellation

If **you** wish to cancel the **replacement car policy**, **you** will need to cancel the entire John Lewis Car Insurance policy. Please refer to the cancellation section of the car insurance policy.

### How to make a complaint

If **your** complaint concerns John Lewis Car Insurance's service, including information or documentation they have issued to **you**, please telephone John Lewis Car Insurance on 0345 610 0355. Alternatively **you** can write to John Lewis Car Insurance at the address below:

John Lewis Car Insurance  
Prospect House  
Gordon Banks Drive  
Trentham Lakes North  
Stoke on Trent ST4 4TW

If **you** have a complaint regarding **your** claim, please telephone Ageas Services (UK) Limited on **0345 610 0360**. Alternatively **you** can write to Ageas Services (UK) Limited at the address below.

Customer Services Advisor  
Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire, SO53 3YA.

John Lewis Car Insurance/Ageas Insurance Limited will try to resolve **your** complaint within three working days and issue **you** a summary resolution letter. If John Lewis Car Insurance/Ageas Insurance Limited are unable to resolve **your** complaint, they will be in contact with **you** within five working days of receiving **your** complaint to advise what they are doing to resolve the problem and the timeframe by which **you** can expect a final response.

#### If **your** complaint cannot be resolved

If **you** are not satisfied with either the summary resolution or final response letter, **you** have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge, but **you** must do so within six months of the date of the summary resolution or final response letter. Referral to the Ombudsman does not affect **your** right to take legal action. **You** can contact them as follows:

In Writing:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

By Telephone:  
0800 023 4567

By E-mail:  
complaint.info@financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Financial Ombudsman Service will not have John Lewis Car Insurance/Ageas Insurance Limited's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Ombudsman will need a completed form, which **you** can get from their website, or they can help **you** fill out the form by taking **your** details over the phone.

Using this complaints procedure will not affect **your** legal rights.

#### Financial Services Compensation Scheme (FSCS)

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

**You** can get more information about the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100** or **020 7741 4100**.

#### Governing law and language

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

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

#### Data Protection Notice

For information on how **we** use **your** personal information, please refer to pages 32-34.

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## Misfuelling Insurance

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This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales

### Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

**You** may cancel **your** misfuelling insurance at any time but will not receive a refund of premium as this is a benefit provided as part of **your** John Lewis Car Insurance policy.

### A. Meaning of words

Wherever the following words and phrases appear in **bold** in this document they will always have the following meanings.

#### We, us, our

Inter Partner Assistance SA, or  
AXA Assistance (UK) Ltd.  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey, RH1 1PR

Registered number: FC008998.

#### You, your, driver

The policyholder or any person driving with **your** permission, and any passenger in the insured **vehicle**. (**We** will only cover up to seven people including the **driver**.)

#### Misfuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured **vehicle**.

#### United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### Vehicle

The Insured **vehicle** as specified in **your** policy schedule.

**Cover is subject to the General Conditions and General Exclusions detailed in sections D and E.**

### B. What is covered

**We** will pay for the following if **your vehicle** is subject to **misfuelling** during the period of insurance:

1. draining and flushing the fuel tank on site using a specialist roadside vehicle or
2. recovery of the **vehicle**, the **driver** and up to 6 passengers to the nearest repairer to drain and flush the fuel tank and
3. replenishing the fuel tank with 10 litres of the correct fuel.
4. up to a maximum value of £500 per claim in any period of insurance. **You** will be responsible for paying any costs in excess of £500.

**These apply both on the forecourt on-site and once the vehicle has been driven away from the forecourt.**

### C. How to claim

To get emergency help telephone:

## 0800 032 0685

Please call AXA Assistance immediately so **we** can arrange the on-site assistance or recovery on **your** behalf.

**You** should have the following information available:

1. **Your** policy number
2. **Your vehicle** registration number (VRN)
3. The location of **your vehicle**
4. **Your** contact details.

### D. What is not covered

The following are not covered under this insurance

1. Where the **misfuelling** occurs outside the United Kingdom;
2. Where the loss is covered by any other insurance policy;
3. Any reimbursement of costs that have not been agreed by AXA Assistance prior to assistance or recovery;
4. Where **your vehicle** is a commercial **vehicle** in excess of 3.5 tonnes;
5. Where **your vehicle** is an emergency vehicle, taxi, heavy goods vehicle, motorcycle or if **your vehicle** is used for despatch, road-racing, rallying, pace-making, speed testing or any other competitive event;
6. Where **your vehicle** has been modified other than in accordance with the manufacturer's specifications;
7. General wear and tear or neglect;
8. Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
9. Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
10. Mechanical or component damage to **your vehicle** whether or not caused as a result of **misfuelling** or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained;
11. Any defect arising directly and/or indirectly as a result of misfuelling, or a defect which existed

before the incident of **misfuelling**.

### E. General conditions and exclusions – applying to all parts of the policy

1. No claim will be paid relating to **misfuelling** that happened before taking out this policy.
2. Cover only applies in the **United Kingdom**.
3. **We** may cancel **your** policy by sending 21 days' written notice to **you** at the postal address last known to **us**. Provided **we** are not cancelling because of a false declaration or fraud by **you** and **your** premium has been fully paid then **we** will return **your** premium less the proportionate part corresponding to the period of insurance the policy has been in force.

### F. Our promise

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure in part G below explains what **you** should do.

### G. Complaints procedure

**You** can write to the Quality Manager at:

Quality Manager  
Inter Partner Assistance SA  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey, RH1 1PR

Or, **you** can telephone 01737 815913.

If it is impossible for **us** to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Or, **you** can telephone 0800 023 4567.

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

These procedures do not affect **your** right to take legal action.

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk)

## H. Data Protection Notice

For information on how **we** use **your** personal information, please refer to pages 32-34.

## I. Period of Insurance

This insurance is valid for the period shown in **your** Policy Schedule, provided **we** have received **your** premium payment.

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## Vehicle Identity Theft Insurance

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This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by **Arc** Legal Assistance Limited.

Only **adviser's costs** incurred by **Arc's** Panel Solicitors or their agents are covered under this insurance until court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, **you** have elected to use an adviser of **your** own choice **you** will be responsible for any **adviser's costs** in excess of **Arc's standard adviser's costs**.

The insurance covers **adviser's costs** incurred in an **action** up to the **indemnity limit** where:-

- a) The **insured incident** takes place in the **insured period** within the **territorial limits**; and
- b) The **action** takes place in the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **underwriters** in connection with the **action**.

## Definitions

### Action

The pursuit of civil proceedings and appeals against judgement and the defence of criminal prosecutions in relation to the **vehicle**.

### Adviser

The Panel Solicitor or their agents appointed by **Arc** to act for **you**, or, and subject to **Arc's** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by **you**.

### Adviser's costs

**We** will pay any appropriate legal fees and expenses incurred by the **adviser** with **Arc's** prior written authority. Legal costs shall be assessed on the standard basis and third party costs shall be covered if awarded against **you** and paid on the standard basis of assessment. (Agreed with **Arc**)

### Arc

Arc Legal Assistance Ltd who administer this insurance on behalf of the **underwriters**.

### Indemnity limit

The maximum amount payable in respect of an **insured incident** which is:

Vehicle Identity Theft:	£25,000
Motor Insurance Database Disputes	£2,500

### Insured incident

The date of **your** first knowledge that **your vehicle's** identity has been used by another person or organisation without **your** permission. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

### Insured period

The period of insurance shown in the policy schedule to which this cover attaches.

### Standard Adviser's Costs

The level of **adviser's costs** that would normally be incurred by **underwriters** in using a nominated **adviser** of **Arc's** choice.

### Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

## Underwriters

Inter Partner Assistance S.A.

## Vehicle

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

## You/your

The person responsible for insuring the **vehicle** declared to **Arc**.

## Vehicle Identity Theft

### What is insured

**You** are covered for **adviser's costs** to defend civil or criminal legal proceedings arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

### What is not insured:-

#### Claims

- Where the **vehicle's** identity has been copied by somebody living with **you**
- **You** did not act to take precautions against **your vehicle's** identity being copied without **Your** permission
- For any losses (other than **adviser's costs**) incurred by **you** as a result of **your vehicle's** identity being copied without **your** permission.

## Motor Insurance Database Disputes

### What is insured

**You** are covered for **adviser's costs** for representation of **your** legal rights if **your** vehicle is impounded by the police because information on the Motor Insurance Database about its ownership is incorrect. **Arc** will cover **adviser's costs** to represent **you** and help **you** get **your** vehicle back.

## Legal Helpline

**You** may contact the 24-hour, 365 days a year legal helpline for legal advice on any motoring matter of concern.

Telephone 0344 770 1040 and quote "John Lewis

Car Insurance Vehicle Identity Theft Protection" to enable the helpline to deal with the query or claim.

The legal helpline service is operated on behalf of **Arc** by their Panel Solicitors. Calls may be recorded for training and verification purposes.

## General Exclusions

### 1 There is no cover: -

- Where the **insured incident** began to occur or had occurred before **you** purchased this insurance.
- Where **you** fail to give proper instructions to **Arc** or the **adviser** or respond to a request for information or attendance by the **adviser**.
- Where a reasonable estimate of **your adviser's costs** is greater than the amount in dispute.
- Where **adviser's costs** have not been agreed in advance or exceed those for which **Arc** has given its prior written approval.
- For **adviser's costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For claims made by or against the **underwriters, Arc** or the **adviser**.
- Where **your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- For an application for Judicial Review.
- For any **action** that **Arc** reasonably believes to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.

### 2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

## Conditions

### 1 Claims

- a) **You** must notify claims as soon as possible within 180 days of the **insured incident**.
- b) **Arc** shall appoint the **adviser** to act on **your** behalf.
- c) **Arc** may investigate the claim and take over and conduct the **action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **action**.
- d) **You** must supply at **your** own expense all of the information which **Arc** reasonably requires to decide whether a claim may be accepted. If **court proceedings** are required or a conflict of interest arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** of **your** own choice, **you** will be responsible for any **adviser's costs** in excess of **Arc's standard adviser's costs**. The **adviser** must represent **you** in accordance with **Arc's** standard conditions of appointment which are available on request.
- e) The **adviser** will: -
  - i. Provide a detailed assessment of **your** prospects of success including the prospects of enforcing any judgement obtained without charge.
  - ii. Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
  - iii. Keep **Arc** regularly advised of **adviser's costs** incurred.
  - iv. Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice, such offers or payments are not accepted there shall be no further cover for legal costs unless **Arc** agrees in its absolute discretion to allow the case to proceed.
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Arc**.
  - vi. Attempt recovery of costs from the Third Parties.

vii. Agree with **Arc** not to submit a bill for **adviser's costs** to **underwriters** until conclusion of the **action**.

- f) In the event of a dispute arising as to costs **Arc** may require **you** to change **adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **adviser** and **Arc**.
- i) **You** are liable for any **adviser's costs** if **you** withdraw from the action without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by **you**.

### 2 Disputes

Any disputes between **you** and **Arc** in relation to **Arc's** assessment of **your** prospects of success in the case or nomination of solicitor may, where **we** both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

### 3 Prospects of Success

At any time **Arc** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **Arc** may decline support or any further support.

Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests.

### 4 Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or

would have been covered if this policy did not exist, **Arc** will only pay their share of the claim even if the other insurer refuses the claim.

## 5 English Law

This contract is governed by English Law unless otherwise agreed.

## 6 Language

The language for contractual terms and communication will be English.

## 7 Cancellation

**You** may cancel this insurance at any time but will not receive a refund of premium as this is a benefit provided as part of a John Lewis Car Insurance policy.

**Arc** may cancel this insurance by giving fourteen days notice in writing to **you** at the address shown on the schedule. No refund of premium shall be made.

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

- Where **Arc** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Arc's** staff or suppliers.

## Customer Services Information

### How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the Legal Helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you** upon **your** request. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

## Data Protection Notice

For information on how **we** use **your** personal information, please refer to pages 32-34.

## Customer Service

**Arc's** aim is to get it right, first time, every time. If **Arc** make a mistake, it will try to put it right promptly.

If **you** are unhappy with the service that has been provided, **you** should contact **Arc** at the address below. **Arc** will always confirm to **you**, within five working days, that they have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **you** are not satisfied with the delay, **you** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **Arc**.

**Arc's** contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester, CO4 5YD  
Telephone 01206 616003

Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone 0800 023 4567

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

### Compensation

**Arc** and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **Arc** or Inter Partner Assistance are unable to meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100.

### Authorisation

**Arc** Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Arc's** Legal Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### IPA address details are:

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998

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## Data Protection Notice: Your information and what we do with it

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John Lewis Car Insurance is arranged and administered by Ageas Retail Ltd. **You** trust **us** to look after **your personal information** when **you** buy an insurance policy from **us**, and **we** know **we** have a responsibility to protect this information and to keep it up to date. The details provided here are a summary of how **we** collect, use, share, transfer and store **your personal information**. In this Data Protection Notice, where '**we**' '**us**' and '**our**' are used, this refers to Ageas Retail Limited, **your** insurer as named on **your** Certificate of Motor Insurance, any holding companies or subsidiaries of **your** insurer, and Ageas Services Limited.

The way in which **your personal information** is collected, held and used by **us** meets all legal requirements. Please read this Notice carefully, and, as it applies to anyone else insured under the policy, please also show it to all other drivers on **your** policy.

### Ageas' Privacy Notice

For full details of the Ageas Privacy Notice, please go to [www.ageas.co.uk/legal/privacy-policy/](http://www.ageas.co.uk/legal/privacy-policy/) or contact the Ageas Data Protection Officer using one of the following contact methods:

Data Protection Officer  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire SO53 3YA  
Email: [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

### John Lewis Finance's Privacy Notice

For full details of the John Lewis Finance Privacy Notice, please go to [www.johnlewisfinance.com/privacy](http://www.johnlewisfinance.com/privacy)

or contact the John Lewis Finance Data Protection Officer using one of the following contact methods:

Data Protection Officer  
Partnership House  
1st Floor  
Carlisle Place  
London SW1P 1BX  
Tel: 020 7592 6677

### Your Insurer's Privacy Notice

For full details of **your** insurer's Privacy Notice, please contact them directly (their details will be shown on **your** policy documentation).

### Collecting your information

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

- **Your** name, address, contact details and date of birth
- Vehicle details, named drivers, **your** occupation, driving licence details, any criminal offences and the claims history of all drivers
- Special categories of **personal information** (previously known as 'sensitive **personal information**') such as details regarding **your** health.

This information is necessary for **us** to be able to provide **you** with a quotation and/or policy.

**We** also use a number of different sources to collect this information from, including:

- Publicly available sources of information, such as social media and networking
- Third parties' databases that are available to the insurance industry, as well as where **you** have given **your** permission to share information with third parties like **us**
- Price comparison websites, if **you** have used them to obtain an insurance quotation.

### Using your information

We use **your personal information** and/or special categories of **personal information** not only to provide **you** with this insurance policy, but to better understand and predict **your** needs and preferences, so that **we** can continue to improve **our** products and services to give **you** insurance that is right for **you**. These uses include:

- Providing **you** with services relating to an insurance quotation or policy, for example:
  - Assessing **your** insurance application and arranging **your** insurance policy, including checking databases showing no claims discount entitlement and driving licence records
  - Managing **your** insurance policy, including claims handling and issuing policy documents to **you**.

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

- Where **we** believe that **we** have a justifiable reason to do so, such as:
  - Keeping information about **your** current and past policies
  - Preventing and detecting fraud, financial crime and money laundering
  - Carrying out processes such as research and analysis which may include computerised processes that profile **you**
  - Providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
  - Recording and monitoring calls for training purposes.

Please note that if **you** have given information about someone else, **you** would have confirmed that **you** had their permission to do so.

### Sharing your information

We may share **your personal information** with a number of different organisations, such as:

- Other companies or brands within **our** groups
- John Lewis Finance, so they can use the information for research and analysis, and to provide and personalise their services. John Lewis Finance may also use this information to send **you** news and offers about products and services provided by the John Lewis Partnership, as explained in the John Lewis Finance Privacy Notice.
- Business partners, agents and/or third parties providing a service to **us** or on **our** behalf
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies, or where **we** have a duty to, or are permitted to disclose **your personal information** to them by law.
- Fraud prevention and credit reference agencies
- Third parties that **we** may use to recover money **you** owe **us** or to whom **we** may sell **your** debt.

**We** will not share **your personal information**, unless required to do so by law, without the appropriate and necessary care and safeguards being in place.

### Keeping your information

**We** will keep **your personal information** only for as long as is reasonably necessary in order to:

- Provide **our** services to **you**, and
- Fulfil **our** legal and regulatory obligations.

For more information about this, please see the full Ageas Privacy Notice.

### Use and storage of your information overseas

**Your personal information** may be transferred to, stored and processed outside the European Economic Area (EEA). **We** and **our** service providers may use cloud based computer systems (i.e. a network of remote servers hosted on the internet which process and store information) to which foreign law enforcement agencies may have the power to access. However, **we** and the service providers that **we** use will not transfer **your** information outside the EEA unless it is to a

## What to do if you have a complaint

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country which is considered to have sound data protection laws, or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Dealing with others acting on your behalf

**We** will deal with individuals **you** nominate, including third parties **we** reasonably believe to be acting on **your** behalf providing they are able to answer **our** security questions. For **your** protection, **we** will need to speak to **you**, **your** legal representative or someone with power of attorney should **you** wish to change **your** address or level of cover or cancel the policy.

### Your rights

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

- Asking for access to, and a copy of **your personal information**

- Asking **us** to correct, delete or restrict **your personal information**
- Objecting to the use of **your personal information**
- Withdrawing the permission that **you** previously provided for **us** to use **your personal information**
- 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.

Please note that there will be times when **we** will not be able to delete **your** information, such as where **we** have to fulfil **our** legal and regulatory obligations, or where there is a minimum period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know.

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## What to do if you have a complaint

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In this notice **we** and **us** and **our** means John Lewis Car Insurance and the Insurance Company or Underwriters at Lloyd's named in **your** current **Schedule, Certificate of Motor Insurance and Statement of Insurance**.

If **you** are not happy with any aspect of **our** service, **we** will aim to resolve the issue as quickly as possible. **We** have the following complaints procedure which **you** can follow if **you** are dissatisfied with the service **you've** received:

### Let your usual point of contact know

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

- Telephoning John Lewis Car Insurance on 0345 610 0355
- Writing to John Lewis Car Insurance at the address shown below:

The Customer Service Manager  
Prospect House  
Gordon Banks Drive  
Trentham Lakes North  
Stoke-on-Trent  
ST4 4TW

- If **you** have a complaint about a claim, call **your** claim handler first. **You** will find the claim handler's name and phone number on any letters they have sent **you**.

**We** will try to resolve **your** complaint by the end of the third business day and send **you** our summary resolution letter.

If **we're** unable to do this, **we** will write to **you** within five working days to either:

- tell **you** what **we've** done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

**We** will also let **you** know who is dealing with the matter.

**We** always aim to resolve **your** complaint at this stage. However if for any reason **you** remain dissatisfied with either **our** summary resolution or final response letter, **you** should escalate the matter as outlined below.

### **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.

### **Contact the Financial Ombudsman Service**

If **we** have sent **you** either **our** summary resolution or final response letter and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS), free of charge, but **you** must do so within six months of the date of the summary resolution or final resolution letter.

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

**You** can contact the Financial Ombudsman Service at;

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567

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

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

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

**We** are covered by the Financial Services Compensation Scheme.

If **we** cannot meet **our** 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 to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured 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 or 020 7741 4100.

John Lewis Insurance is a trading name of John Lewis plc. Registered office: 171 Victoria Street, London SW1E 5NN. Registered in England and Wales 00233462. John Lewis plc is an appointed representative of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Ageas Retail Limited is a sister company of Ageas Insurance Limited.

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