



## Notice to Policyholders

**This notice forms part of and must be read in conjunction with your Fleet Guard or Optima Small Fleet policy wordings (and the Fleet Legal Guard policy wording if Fleet Legal Guard cover is in force) and schedules; it provides details of key changes that affect your policy.**

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

### Insurance Act 2015

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

### Fair Presentation

The duty on you to declare all material facts to your insurers has been replaced by a duty to make a fair presentation of your risk to the insurers. Before the Act, if you did not declare all material facts, your insurers had the right to declare a policy void and not pay any claims.

You now have to make a fair presentation to your insurer of all material facts and circumstances that you know or could have discovered after a reasonable search.

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

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

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

### Warranties and Other Terms

Any term stating that the proposal form or statement of fact or other information provided by you forms the basis of the contract is now of no effect.

The effect of other warranties has been made less severe. Prior to the Act, a breach of a warranty invalidated a policy completely. Under the Act, claims that occur at a time when a warranty is breached will not be paid if compliance with the warranty would have prevented or reduced the risk of the claim. If you can show that compliance with the warranty would not have prevented or decreased the risk of the loss claimed for, we must pay the claim. Once the breach is remedied full cover applies again.

For example, before the Act, if there was a warranty that a tracking device was fitted to your vehicle, we would not have to pay claims for any type of loss if the tracking device was out of order. After the Act, while the tracker is out of order we will not have to pay claims for theft, but would now have to pay claims the tracker would not have prevented, for example accidental damage.

### General Policy Conditions and Policy Exclusions

A number of the General Policy Conditions and Policy Exclusions are deleted or amended by this notice. These are detailed in the following pages.

The following changes are made to the General Policy Conditions and Policy Exclusions of the policy.

General Policy Condition 9b to Fleet Guard and Optima Small Fleet Policies – Keeping to the terms of the policy	What this means to you
<p>General Policy Condition 9b to Fleet Guard and Optima Small Fleet Policies, Keeping to the terms of the policy, has been replaced by the following:</p> <p>b <b>you</b> have made a fair presentation of the risk to <b>us</b>. This means <b>you</b> must disclose at inception or variation to this <b>policy</b> and prior to each renewal every material circumstance which <b>you</b> know or ought to know and not make misrepresentations to <b>us</b>. If <b>you</b> do not make a fair presentation to <b>us</b>, <b>we</b> can:</p> <ul style="list-style-type: none"> <li>i avoid this <b>policy</b> from inception or renewal if <b>we</b> would not have issued it or continued it knowing the true situation</li> <li>ii avoid a variation to this <b>policy</b> if <b>we</b> would not have accepted it had <b>we</b> known the true situation</li> <li>iii alter the terms of this <b>policy</b> from the date the nondisclosure or misrepresentation was made to those <b>we</b> would have applied had <b>we</b> known the true situation</li> <li>iv reduce the payment for a claim</li> <li>v cancel this <b>policy</b> from the date the non-disclosure or misrepresentation was made.</li> </ul> <p>This may result in claims not being paid or not being paid in full.</p>	<p>This clarifies the responsibility you have to disclose any material information you deem relevant to the risk prior to inception or renewal and the ramifications that will ensue if a fair presentation is not provided.</p>
<p><b>General Policy Condition 10 to Fleet Guard and Optima Small Fleet Policies – Fraud</b></p> <p>General Policy Condition 10 to Fleet Guard and Optima Small Fleet Policies, Fraud, has been replaced by the following:</p> <p><b>10 Fraud</b>  <b>We</b> will not pay for any claim if:</p> <ul style="list-style-type: none"> <li>a <b>you</b> or anyone acting on <b>your</b> behalf mislead <b>us</b> in any way in order to get insurance from <b>us</b>, to obtain more favourable terms or to reduce <b>your</b> premium;</li> <li>b any part of any claim is fraudulent, false or exaggerated.</li> </ul> <p>In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If <b>we</b> have made a payment <b>we</b> would not otherwise have made <b>you</b> must repay that amount to <b>us</b>.</p> <p><b>We</b> may also notify relevant authorities, so that they can consider criminal proceedings.</p>	<p>This clarifies the action we may take if you or anyone acting on your behalf has deliberately exaggerated a claim, or use fraudulent means to benefit under this policy.</p>
<p><b>General Policy Condition 14 to Fleet Guard and Optima Small Fleet Policies – Payment by instalments</b></p> <p>General Policy Condition 14 to Fleet Guard and Optima Small Fleet Policies, Payment by instalments, has been amended to the following: Reference to the payment of premium includes payment by monthly instalments. If <b>you</b> pay by this method this policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if applicable the credit agreement and this policy will be cancelled by <b>us</b> sending <b>you</b> 7 days notice to <b>your</b> last known address.</p>	<p>This clarifies what's required by you if the premium is to be paid by monthly instalments and the action we will take if an instalment is not received on the due date.</p>

In addition to the changes due to the Insurance Act 2015 the following additional changes are made by this notice.

General Policy Condition 11 to Fleet Guard and Optima Small Fleet Policies – Cancelling your policy	What this means to you
<p>In General Policy Condition 11a, 11b and 11c to Fleet Guard and Optima Small Fleet Policies, Cancelling your policy, the statement “<b>You</b> must then surrender the <b>certificate</b> to <b>us</b> or <b>your insurance adviser</b>, as it is an offence under the Road Traffic Act not to do so” has been removed. This is a result of the Deregulation Act 2015 which removed the requirement to surrender certificates following cancellation of policy of insurance or security.</p>	<p>You are no longer legally required to surrender your certificate or make statutory declaration that the certificate has been lost or destroyed, if the policy is cancelled mid-term.</p>

General Policy Condition 15 - Data Protection Notice (and the Data Protection Notice in the Fleet Legal Guard policy wording)	What this means to you
<p>General Policy Condition 15 - Data Protection Notice and the Data Protection Notice to the Fleet Legal Guard policy wording are replaced by the following.</p> <p><b>Privacy Notice</b></p> <p><b>We</b> are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how <b>we</b> collect, use, share, transfer and store <b>your</b> information. For <b>our</b> full Privacy Policy please visit <b>our</b> website <a href="http://www.ageas.co.uk">www.ageas.co.uk</a> or contact <b>our</b> Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing <a href="mailto:thedpo@ageas.co.uk">thedpo@ageas.co.uk</a>.</p> <p><b>Your insurance adviser</b> will have their own uses for <b>your</b> personal data, please ask <b>your insurance adviser</b> if <b>you</b> would like more information about how they use <b>your</b> personal information.</p> <p><b>Collecting your information</b></p> <p><b>We</b> collect a variety of information about <b>you</b> including personal information such as <b>your</b> name, address, contact details, date of birth and IP address (which is a unique number identifying <b>your</b> computer). Where relevant, <b>we</b> also collect sensitive personal information such as details regarding <b>your</b> health, credit history and/or criminal convictions.</p> <p><b>We</b> also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.</p> <p><b>Using your information</b></p> <p>The main reason <b>we</b> collect <b>your</b> personal and/or sensitive information is because <b>we</b> need it to provide <b>you</b> with the appropriate insurance quotation, policy and price as well as manage <b>your</b> policy such as handling a claim or issuing documentation to <b>you</b>. <b>Our</b> assessment of <b>your</b> insurance application may involve an automated decision to determine whether <b>we</b> are able to provide <b>you</b> with a quotation and/or the price. If <b>you</b> object to this being done, then <b>we</b> will not be able to provide <b>you</b> with insurance.</p> <p><b>We</b> will also use <b>your</b> information where <b>we</b> feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile <b>you</b>); collecting information regarding <b>your</b> past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.</p> <p>There may be situations where <b>we</b> will only use <b>your</b> information if <b>you</b> have given <b>us</b> permission such as using or collecting sensitive information. If <b>you</b> have given <b>us</b> such information about someone else, <b>you</b> would have confirmed that <b>you</b> have their permission to do so.</p>	<p>The Data Protection Notice provides details of how we use your data.</p> <p>The replacement Privacy Notice sets out our revised position.</p>

### **Sharing your information**

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

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

### **Keeping your information**

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

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

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

### **Your rights**

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

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

#### **Ageas Insurance Limited**

##### *Registered address*

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Registered in England and Wales No 354568

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