

# Total Loss “Top Up”

**Insurance Policy**  
(Cars & Light Vans up to 3.5t )



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# Definitions

Whenever the following words or expressions appear in bold in **your** policy they have the meaning given below.

## **Accident Management Company**

A company instructed by **you** to recover **your** losses from a third party in circumstances of a non fault motor accident.

## **Acts of terrorism**

Any act that the government of the **United Kingdom** considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

## **Administrator**

Hyperformance Limited, Unit 5, Brecon Court, William Brown Close, Cwmbran, NP44 3AB

## **Agent**

The party, person or company who has arranged this insurance on **your** behalf.

## **Category A, B, C, D, or F**

A vehicle registered with the DVLA as a **total loss** on a motor insurer car accident report, as per the **United Kingdom** Insurance **total loss** categories -

Category A – vehicle must be crushed, including all spare parts.

Category B – vehicle from which spare parts may be salvaged, however the body shell should be crushed and the vehicle should never return to the road.

Category C – an extensively damaged vehicle which a motor insurer has decided not to repair, however it could be repaired and returned to the road.

Category D – the damaged vehicle which a motor insurer has decided not to repair, however it could be repaired and returned to the road.

Category F – vehicle damaged by fire, which a motor insurer has decided not to repair

## **Endorsement(s)**

Statements, found in **your schedule**, that either show changes to the terms of **your** policy or terms that apply specifically to **you**.

## **E.U.**

European Union member countries.

## **Excess**

The first amount of any claim which **you** must pay if **your vehicle** is lost, stolen or damaged.

## **Glass's Guide**

An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

## **Grey Import**

A new vehicle destined for other markets outside the **E.U.** which has been brought in to the **E.U.** by parties outside the manufacturers official distribution chain.

## **Market value**

The **market value** based on **Glass's Guide** Retail Transacted value for a vehicle of the same make, model, trim level, recorded mileage as **your vehicle** at the date of **total loss**. There will be no value allowance for non standard fittings, other than a reduction should any non standard fittings be considered to have a detrimental effect on retail transacted value. **We** reserve the right to have an independent valuation undertaken should the specification not be available within **Glass's Guide** listings or it is suspected that the condition of **your vehicle** is such that this would affect the retail transacted value.

### **Motor Insurance Policy**

A comprehensive or third party fire and theft motor insurance policy issued by an authorised **United Kingdom motor insurer** which insures against accidental damage and/or fire and theft to **your vehicle** throughout the **period of insurance**. Please note: Motor trade insurance policies of any type are excluded.

If **you** only have third party, fire and theft insurance **you** can only make a claim on this Insurance for **total loss** as a result of fire or theft claims.

### **Motor Insurer(s)**

The insurer of the **motor insurance policy** for **your vehicle** or a third party's insurer.

### **Period of insurance**

The period of time between the **start date** of this policy and the earliest of the following dates:

- The period as shown on **your schedule**;
- The date **your vehicle** is declared a **total loss**;
- The date **your vehicle** is sold or transferred to a new owner.

### **Proposal**

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

### **Schedule**

The document that names **you** as the policyholder and sets out what this policy covers **you** for. **We** will replace **your schedule** whenever **you** make any changes to the policy while **your** insurance applies.

### **Start Date**

The date the insurance cover commences as shown on **your schedule**.

### **Sum Insured**

The maximum amount that can be claimed in total during the **period of insurance** as stated in the **schedule**.

### **Territorial limits**

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the **E.U.** and any other country shown on an International Motor Insurance Card ("Green Card") indicating that cover is in force on the date of an incident that results in a **total loss**.

### **Total loss**

**When you** have claimed under a **motor insurance policy** or via an **accident management company**, **your** claim has been agreed, **your vehicle** has been forfeited (title of the vehicle transferred to the **motor insurer**) and a payment made following accidental damage, fire or theft that has rendered **your vehicle** beyond economic repair. **We** shall not regard **your vehicle** as a **total loss** where the **motor insurer** has offered to repair **your vehicle** but **you** have requested **your** claim to be dealt with on a **total loss** basis.

**Please note:** **We** will not cover any claim where **you** have received a new replacement vehicle or cash equivalent of a new replacement vehicle under the terms of the **motor insurance policy** in respect of the **total loss** of **your vehicle**. (The balance of this cover can be transferred to the replacement vehicle on request).

### **Total Loss Valuation**

The **motor insurers** valuation of **your vehicle** excluding contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses.

Where the **total loss valuation** exceeds the **market value** of **your vehicle**, **we** reserve the right to use **market value** at the date of **total loss**, instead of the **total loss valuation** provided by the **motor insurer**.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## We, us, our

Mean any, or all, of:

- Virtual Insurance Products Ltd trading as Jackson Lee Underwriting (“VIP”)
- Ageas Insurance Limited (“Ageas”)
- Hyperperformance Limited (“Hyperperformance”)

## You, your

The policyholder whose name is on the **schedule** or in the case of an individual if **you** die, **your** legal personal representatives.

## Your vehicle

The car or van that is shown on **your schedule**.

# Introducing your Total Loss “Top Up” insurance policy

This booklet and **your schedule** gives full details of **your** cover.

Please read this booklet and **your schedule** carefully and make sure that they meet **your** needs.

If **you** have any questions, please contact the **agent** and they will help **you**.

Please keep all **your** insurance documents in a safe place, as **you** may need them if **you** want to make a claim.

## Our contract with you

**We** will provide Total Loss ‘Top Up’ insurance under the terms, exceptions, conditions and **endorsements** of this policy, during the **period of insurance** for which **we** have accepted **your** premium.

This contract is based on the **proposal** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any **endorsements** are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

## The law that applies to this policy

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.

## Cooling-off period

**We** hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for

the **total loss** of **your vehicle** or an incident has happened where **you** could make a claim for a **total loss**.)

To cancel **your** policy, please contact the **agent** who sold **you your** policy. See pages 9 - 10 for further details of cancellation.

The policy must be returned to your **agent** if you are to receive a refund.

## Making a claim

**If you consider your vehicle is likely to be declared a total loss, here's what to do.**

**We** hope **you** will find **our** service fast, efficient and friendly.

You can call the claims team on **0330 111 3093**. Lines are open between 09.00 and 17.00 Monday to Friday (excluding bank holidays).

Alternatively please send an email to [info@notifyaclaim.co.uk](mailto:info@notifyaclaim.co.uk) or write to: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

**You will need to tell us within 90 days of your total loss occurring.** When notifying **us** **you** will need to have the following information

- **your** policy number;
- **your** details.

The claims team will send **you** a claim form. **You** must complete the claim form in full and return it to them. **You** must supply all information and assistance which **we** may reasonably require in establishing the amount of any payment under **your** insurance.

**We** may arrange for one of **our** representatives to visit **you** to help **us** investigate **your** claim.

**IMPORTANT** – It is a condition of this insurance cover that **you** do not accept a **total loss valuation** without first contacting the claim line.

**We** may at **our** option take over negotiations with **your motor insurance policy** underwriter or **accident management company** with respect to **your total loss** claim.

## Our customer-care policy

**We** are committed to treating **our** customers fairly, however, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list:

For complaints about the sale of the policy, **you** should contact or write to the **agent** that sold **you** this policy.

For complaints about claims, policy administration and documents, please write to the Managing Director at: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9, 6LR, phone 0330 111 3093 or email [info@jlunderwriting.co.uk](mailto:info@jlunderwriting.co.uk)

**We** will acknowledge **your** complaint within three working days.

We will look to:

- Try to resolve your complaint by the end of the next working day. If we are unable to do this we will write to you within 5 working days
- Tell you the name of the person managing the complaint when we send our acknowledgement letter and
- Aim to resolve your complaint within 20 working days. If this is not possible for any reason we will write to let you know when we will contact you and provide you with our final response.

### **Financial Ombudsman Service**

If you are still not happy with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint you can pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Phone: 0800 023 4567

**You** can visit the Financial Ombudsman Service website at:

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

Following the complaints procedure does not affect **your** rights to take legal proceedings.

### **Financial Services Compensation Scheme**

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

# Your Total Loss 'Top Up' insurance cover

## What we will cover

Following the **total loss** of **your vehicle** during the **period of insurance** we will pay 25% of the **total loss valuation** up to the maximum **Sum Insured** of £10,000,

Where the **total loss valuation** exceeds the **market value** of **your vehicle**, we reserve the right to use **market value** at the date of **total loss**, instead of the **total loss valuation** provided by the **motor insurer**.

Provided **you** meet the following eligibility criteria throughout the **period of insurance**:

- **You** are the owner or registered keeper or person/company named in the contract hire/leasing agreement of the vehicle;
- **You** have paid the insurance premium for this policy;
- **Your vehicle** is covered by a **motor insurance policy** throughout the **period of insurance**;
- **Your vehicle** is registered in the **United Kingdom**;
- **You** are a permanent **United Kingdom** resident.

## What we will not cover

- Any claim where **you** have received a new replacement vehicle or cash equivalent of a new replacement vehicle under the terms of the **motor insurance policy** in respect of the **total loss** of **your vehicle**. (The balance of this cover can be transferred to the replacement vehicle on request).
- **Your vehicle** if **you** have not claimed under the **motor insurance policy** or from a third party through an **accident management company** or **your** claim has not been settled as a **total loss**.
- **Your vehicle** if it has been modified other than according with **your vehicle's** manufacturer's specification unless the modification is for mobility.
- **Your vehicle** if it is a **Grey Import**.
- **Your vehicle** if it is classified as **category A, B, C, D, or F total loss** prior to the **start date** of this policy.
- **Your vehicle** if it is used as an emergency vehicle, bus, or invalid carrier.
- **Your vehicle** if it is used for track days, road racing, rallying, pace making, speed testing or any other competitive event.
- **Your vehicle** if it is driven by any person not holding a valid current licence to drive **your vehicle**.
- **Your vehicle** if it is used for daily rental purposes.
- **Your vehicle** if the **total loss** occurred after it was taken or driven without **your** consent by a family member, spouse or partner.
- **Your vehicle** if the **total loss** occurred when being driven with **your** consent by any person who is not authorised under the **motor insurance policy**.
- **Your vehicle** if the **total loss** occurred when unoccupied (that is, nobody is inside it) and left:
  - unlocked; or
  - with the windows or roof open; or
  - with the keys inside (or on) **your vehicle**.
- Any loss of use of **your vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
- Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
- Any recoverable VAT where **you** are VAT registered.
- Any **excess** on **your motor insurance policy**.



- Any **total loss** where the insurer of the **motor insurance policy** has offered to repair **your vehicle** but **you** have requested the claim to be dealt with on a **total loss** basis.
- Any **total loss** where the **total loss** occurred before the inception of this insurance.
- Any **total loss** where the application or premium has not been received by the **Administrator**.
- The **total loss** if it occurs outside the **territorial limits**.

## General exceptions under this policy

### 1 Contracts

This policy does not cover any liability **you** have under an agreement or contract, unless **you** would have had that liability anyway.

### 2 Earthquake

**We** will not cover any **total loss** if the loss or damage to **your vehicle** is caused by earthquake.

### 3 Fraud

**We** will not pay any claim and all cover under the policy will end from the date **you** (or anyone acting for **you**):

- make a false or exaggerated claim; or
- attempt to support **your** claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss or damage.

### 4 Radioactivity

This policy does not cover any **total loss** caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### 5 Riot

**We** will not cover any **total loss** if the loss or damage to **your vehicle** happens outside the **United Kingdom** that is caused by riot or civil commotion.

### 6 War

This policy does not cover any **total loss** caused by war, invasion (whether or not war is declared), revolution, military force, or other hostile events, unless **we** must provide cover under the Road Traffic Act.

### 7 Acts of terrorism

This policy does not cover any total loss caused by acts of terrorism, unless we provide cover under the Road Traffic Act.

## Conditions that apply to this policy

### 1 Cancelling your cover

If this policy does not meet **your** needs, **you** have 14 days from the date **you** received **your** policy documents or from the purchase date, whichever is later, to cancel the policy and get a full refund. To cancel **your** policy within this 14-day period, please contact the **agent** who sold **you your** policy.

If **you** wish to cancel **your** policy after this 14-day period, please contact the **agent** who sold **you your** policy. The **agent** will provide **you** with a refund that is calculated on the basis of a

refund proportionate to the unexpired term of the policy provided **you** have not had a successful claim.

Please note: An administration fee of £15 will be deducted from the calculated amount prior to any refund being paid. This will be waived if **you** purchase a new GAP policy through the **administrator**.

Any instructions to cancel must be provided in writing and the refund will be calculated from the date of receipt of **your** written request to cancel. (**We** will not give **you** a refund if **you** have successfully claimed for the **total loss** of **your vehicle** or an incident has happened where **you** could have a successful claim for a **total loss**.)

### **The Insurers' Cancellation Rights**

**We** reserve the right to cancel this policy by giving **you** seven days' notice in writing, which **we** will send by recorded delivery to the most recent address **we** have for **you**. Examples of when **we** might do this includes **you** not paying a premium instalment when due or **us** discovering that **your vehicle** is no longer eligible for cover.

**We** reserve the right to cancel this policy immediately if **you** commit fraud.

## **2 Claims which may be made against us**

**You** must give **us**, as soon as possible, full details of any event that could lead to a claim under this policy.

**You** must not:

- negotiate to settle any claim; or
- offer or promise anything without **our** permission in writing.

**We** may, in **your** name, take over and deal with a claim and try to recover from others any money **we** have paid out under this policy. At all times **you** must give us whatever help **we** need.

For more information on how to claim please refer to page 6 under 'making a claim'.

## **3 Motor insurance**

**Your vehicle** must be covered under a comprehensive or third party, fire and theft **motor insurance policy** throughout the **period of insurance** by an authorised **United Kingdom motor insurer**. If **you** only have third party, fire and theft insurance **you** can only make a claim on this Insurance for **total loss** due to fire or theft.

**We** reserve the right to subject **your vehicle** to independent inspection.

## **4 Telling us about changes in your circumstances**

Please tell **us** immediately about any changes which may affect **your** cover. If **you** fail to do so, **your** policy may not be valid and **we** may not pay **your** claim.

For example, **you** must tell us if:

- **you** move house or change the place **you** keep **your vehicle**;
- **your** name changes (for example, by marriage);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

This is not a full list. If **you** are not sure whether **you** need to tell **us** about a change in circumstances, please contact the **agent** who sold **you your** policy.

## 5 Your duty

All the information **you** give to us must be complete and correct to the best of your knowledge.

If **we** discover that **you** (or someone acting for **you**) deliberately gave us incomplete or false information, all cover under this policy will end. **We** may treat the policy as though it never existed and **we** will not pay **your** claim.

**We** may also recover any money **we** may have paid under this policy.

## 6 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

## 7 Transferring your policy

If **you** sell **your vehicle**, provided that no claims have been made under this Insurance, **you** may transfer the remaining cover to a replacement vehicle, subject to **our** prior agreement. A new **schedule** will be issued confirming the replacement vehicle details. Where the replacement vehicle is deemed to be of a higher risk an additional premium may be required.

Should **you** wish to transfer cover, please contact **your agent**. Continuation cover will only apply from the issue date of the new **Schedule**.

## 8 General

**We** will only provide the cover set out in this policy if **you** keep to all the terms and conditions of the policy.

No alterations, variations, or relaxation of any of the terms of this contract can be made except in writing by one or more of **our** authorised officials.

## 9 Other insurance

If **you** are covered by any other policy for any claim covered under this policy, **we** will pay only **our** share of the claim (unless **we** say otherwise in this policy).

## 10 Paying your premium

If **you** have not paid **your** premium, **we** will not provide cover from the date the premium was due.

## 11 Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your personal information**.

### Your personal information

Means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

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

### **Sensitive information**

Some of the **personal information** that **we** may ask **you** to provide may constitute “sensitive personal data”. This may include, without limitation, information relating to any criminal convictions. **We** may need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

### **How we use your personal information**

**We** may share **your personal information** with other companies within **our** respective groups for any of the purposes set out in this notice.

If **you** want to know more about **VIP**, please go to [www.insurevip.co.uk](http://www.insurevip.co.uk). If **you** want to know more about the **Ageas** group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **your personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you**. **We** will also use **your personal information** to assess **your** insurance application. We may pass your details to a credit reference agency in assessing your application for this insurance.

**We** may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **your personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **your personal information** with others:

- if **we** need to do this to manage **your** policy;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

**You** can ask for further information about **our** use of **your personal information**. If **you** require such information, please write to the Data Protection Officer at the corresponding address set out below.

### **Preventing and detecting crime**

**We** may use **your personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your relevant personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **the**Data Protection Officer at the corresponding addresses set out below;

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

### **Dealing with others on your behalf**

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

### **Marketing**

**We** may use **your personal information** and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your personal information** to market **our** products and services to **you** if **you** agree to this.

### **Monitoring and recording**

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

### **Further information**

**You** are entitled to receive a copy of any of **your personal information** **we** hold. **We** may charge **you** a small fee for this. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your personal information**:

In respect of information held by **VIP**, please write to The Data Protection Officer at The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon TQ9 6LR, giving **your** name, address and insurance policy number.

In respect of information held by **Ageas**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, giving **your** name, address and insurance policy number.

In respect of information held by **Hyperformance** please write to The Data Protection Officer at Unit 5, Brecon Court, William Brown Close, Cwmbran, NP44 3AB, giving **your** name, address and insurance policy number.

If **we** change the way that **we** use **your personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

Please note **we** may transfer **your** personal data outside of the European Economic Area for the purposes of providing the services described in **your** policy documents, such as dealing with **your** claim.

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

**To make a claim, phone the claims line on 0330 111 3998.**  
It is important that **you** only use this number to claim.

This insurance is underwritten by Ageas Insurance Limited Registered in England and Wales  
No. 354568

Registered office address: Ageas House, Hampshire Corporate Park, Templars Way,  
Eastleigh, Hampshire, SO53 3YA, **United Kingdom** [www.ageas.co.uk](http://www.ageas.co.uk)  
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated  
by the Financial Conduct Authority and the Prudential Regulation Authority, Financial  
Services Register no 202039.