



Learner Driver Insurance Guide

Welcome to Learner Driver Insurance

This guide describes **your** contract of insurance. Please read it carefully along with **your** current:

- Certificate of Motor Insurance: the document that is evidence **you** have insurance that complies with the **Road Traffic Act** and shows who can drive the **insured car** and what it can be used for.
- Motor Proposal Confirmation: the document that records the information **you** gave at the start or renewal of **your** policy.
- Policy Schedule: this shows the **insured car**, **your** level of cover and **your excess** details.

Your contract of insurance has been arranged for **you** by Able Insurance Services Limited. **You** will enter into two separate agreements.

The first is an intermediary agreement with Able Insurance Services Limited who are responsible for arranging and administering **your** insurance policy. This is set out in 'Your Agreement with Able Insurance Services Limited' and covers Able Insurance Services Limited's services, fees and charges.

The second agreement is this contract of insurance with the authorised insurer. The authorised insurer has agreed to cover **you** subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises due to the use of the **insured car** during a **period of insurance**. The authorised insurer's details appear on **your** Certificate of Motor Insurance.

To make things easier, **you** only need to contact **us** (Able Insurance Services Limited) to arrange everything with the authorised insurer on **your** behalf.

Governing law

Unless **we** have agreed otherwise with **you**, this insurance is governed by English Law and all communication shall be conducted in English.

Rights of third parties

This contract is between **you** and the authorised insurer. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999, except those they have under the **Road Traffic Act 1988**.

Our authority

In order that this document may be issued as evidence of your contract of insurance, the authorised insurer has entered into an agreement with Able Insurance Services Limited to issue this document on their behalf.

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Your cover

All policies offer Comprehensive cover, and all sections of this book apply.

This policy meets the demands and needs of those with a provisional Driving Licence who want to be temporarily insured against third party claims that arise from the use of a vehicle, for accidental damage and damaged caused by fire and theft.

Definitions

Whenever the following words are bold in this book they will have the meaning given below:

Excess	The amount you must pay towards any claim. Your excess details are shown on your Policy Schedule.
Hazardous goods	Any substance within the United Nations Hazard Classes (including any sub division). <ol style="list-style-type: none"> 1. Explosives 2. Gases 3. Flammable Liquids 4. Flammable Solids 5. Oxidizing Substances 6. Toxic and Infectious Substances 8. Corrosives 9. Miscellaneous
Hazardous location	Power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries or in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases, Rail trackside or Airport – other than in any area designated for employee or visitor parking.
Insured car	The car insured under this policy and specified on your current Certificate of Motor Insurance.
Market value	The cost of replacing the insured car , with one of a similar make, model, year, mileage and condition based on market prices immediately before the loss happened. Use of the term 'market' refers to where the insured car was purchased.

Definitions (cont.)

Modifications	Any changes to the insured car's standard specification, including accessories and additional parts; optional extras and aftermarket alterations; trade related changes and parts. These include but are not restricted to cosmetic or performance changes or changes related to your business or profession.
Period of insurance	The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.
Registered Keeper	The person named on the insured car's V5C/VE103 document.
Road traffic Act/Road traffic law	Any acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Territorial limits	England, Wales and Scotland.
We, us, our, Veygo	Able insurance services Limited
You, your, policyholder	The person named as the policyholder on your current Certificate of Motor Insurance.

Section 1: Liability to other people

1. Using the insured car

You will be covered for everything **you** are legally responsible to pay due to an accident involving the **insured car** causing:

- another person's death or injury
- damage to another person's property – third party property damage losses are limited to £20,000,000 per event

2. Cover for other people

We will also provide cover under section 1 for:

- any passengers in the **insured car**
- anyone who is getting into or out of the **insured car**

3. Cover for emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**.

4. What is not covered

1. death or injury to anyone while they are working with or for the **policyholder** except as required by **Road Traffic Law**
2. any property in the **insured car**
3. any property damage caused by the **insured car** where the property belongs to or is in the care of the **policyholder**
4. liability of more than £1,200,000 per event where loss or damage to third party property is caused or contributed to by the carriage of **hazardous goods**

Section 2: Damage to the insured car

1. Cover for the insured car and its accessories

If the **insured car** is damaged due to:

- an accident
- malicious damage
- fire
- lightning
- theft or attempted theft

You will be covered for damage to:

- the **insured car**
- the **insured car's** audio, visual or electronic equipment. Equipment fitted by the manufacturer is covered in full. Aftermarket equipment is covered up to £1250 or the **market value** of the **insured car**, whichever is lower

2. Lost or stolen keys

If **you** lose the **insured car's** keys, or any other ignition device, or they are stolen from somewhere other than the **insured car**, **we** will pay up to £300 towards the cost of replacing the locks or keys.

Once **we** agree to **your** claim, **you** must pay to have the locks and keys replaced and **we** will reimburse **you** up to £300.

If **you** claim under this benefit, **you** don't have to pay an **excess**.

Section 2: Damage to the insured car (cont.)

3. In addition to our General Exceptions

We will not pay:

1. the **excess** shown on **your** current Policy Schedule
2. for loss or damage to the **insured car**, where possession of it is gained by deception
3. for damage to the **insured car** caused by it being driven after an accident unless it is necessary in the interests of safety
4. for wear and tear
5. for pre-accident damage or damage not relating to the current loss
6. for any loss or damage caused by mechanical, electrical, electronic, computer failure, breakdown, breakage or malfunction
7. for any loss in the **market value** of the **insured car** as a result of being involved in an accident
8. to replace or repair any **modifications**. Also see General Condition 12
9. for any loss or damaged caused by using the incorrect type of fuel or failing to keep the correct amount of lubricant in the **insured car**
10. for loss or damage if the **insured car** has been seized or destroyed by and Government, Public or Local Authority

Claims under sections 2

Damage Repair Process (within territorial limits)

If the damage to the **insured car** is covered and cannot be driven safely from the accident site, **we** will:

- collect the **insured car** and deliver it to an approved repairer, to the **registered keeper's** home or a safe place of storage, within a 30-mile radius
- move **you** and **your** passengers away from the accident site if it's not safe, to the nearest point of local amenity

If the **insured car** is not recovered after an accident, **you** and the **registered keeper** are responsible for keeping it safe until it is repaired. **We** will pay any reasonable charges for safeguarding the **insured car** and getting it to and from the repairers. It is important **you** tell **us** as soon as possible where the **insured car** is or **you** will be responsible for any charges that occur.

Our approved repairers will:

- arrange collection and redelivery of the **insured car**
- give the **registered keeper** a courtesy car while the **insured car** is being repaired (this doesn't include when it is on site for any estimates)

All repairs carried out by **our** approved repairer are guaranteed for as long as the **registered keeper** owns the **insured car**. Any parts used during the repair will be covered under the manufacturer's guarantee. In the unlikely event the repairs are considered unsatisfactory, the approved repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, the **registered keeper** may use another repairer providing **we** have confirmed it and agreed for the work to be carried out.

If **you** or the **registered keeper** do not wish to use **our** approved repairers, **we** will be unable to provide a courtesy car, and an estimate will need to be obtained from a chosen repairer. If **we** think the repair estimate is unreasonable, one of the following will happen, we can:

- arrange for the **insured car** to be moved to **our** approved repairer
- ask the **registered keeper** to provide another estimate from a chosen repairer

Claims under section 1 and 2 (cont.)

i Important

A courtesy car will not be provided if the **insured car** is:

- stolen
- outside **our territorial limits**
- beyond economic repair
- repaired by an unapproved repairer

We cannot guarantee to provide a vehicle adapted to any special needs or disability.

If a courtesy car is given it can only be used within the **territorial limits**.

The courtesy car is not intended to be a like for like replacement for the **insured vehicle**. It will typically be a small hatchback.

What we will pay

We will decide how to settle **your** claim and will either:

- pay to repair the **insured car**
- pay a cash sum to replace the **insured car** or item

If **we** give the **registered keeper** a cash sum, the most **we** will pay is the **market value** of the **insured car**. Should **we** deem the **insured car** repairable but are unable to complete or guarantee the repairs, **we** will offer the **registered keeper** a cash sum to cover reasonable costs of parts and labour.

We will repair the **insured car** with parts made by its manufacturer. If manufacturer parts are not held in UK stock, **we** will use parts that are of a similar standard and quality. If any parts are no longer produced, **we** will pay the cost shown in the manufacturer's latest price guide together with reasonable fitting costs. **Your** settlement may be reduced, or **you** may be asked to contribute towards the repair costs, if the parts being replaced were already worn or damaged. If the **insured car's** ADAS (Advanced Driver Assistance System) needs to be recalibrated as a result of any repairs, **we** will also cover these costs. A decision will be made based on the garage/engineer's recommendation.

If the **insured car** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to the **registered keeper**. If the **insured car** is on lease or contract hire, **we** will pay the lease or contract hire company either the **market value** of the **insured car**, or the amount required to settle the agreement, whichever is less.

If the **insured car** cannot be repaired economically, **we** will get it moved to a place of storage as soon as possible.

Section 3: Windscreen damage

1. Cover for windscreens

If there has not been any other loss or damage

We will pay to:

- repair or replace broken glass in the **insured car's** windscreen, windows or sunroof
- repair any scratching to the bodywork caused by the broken glass

If **we** need to replace any glass, **we** may use glass which is not provided by the **insured cars'** manufacturer but is of a similar standard and quality.

If there is no glass available and it cannot be reasonably sourced, **we** will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

When required, **we** will also cover the costs to recalibrate the **insured car's** ADAS (Advanced Driver Assistance System) after any replacement or repair of the windscreen.

If the repair or replacement is not arranged via **our** glass helpline and costs more than **your excess**, **we** will pay up to:

- £25 for each glass repair
- £50 for each glass replacement

2. What is not covered

We will not pay:

1. the **excess** shown on **your** current Policy Schedule
2. for the replacement of the hood/roof structure of a convertible car
3. any windscreens or windows not made of glass e.g. Perspex
4. more than the **market value** of the **insured car** at the time of loss

Section 4: Extra cover

1. Personal Injury Benefits

If **you** or **your** partner are accidentally injured as a result of a road traffic accident in the **insured car**, **we** will pay the injured person [or their legal representatives] £5,000 if within three months of the accident the accident causes the injured person:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

The most payable in one **period of insurance** is £5,000. If **you**, or **your** partner have more than one policy with **us**, **we** will only pay out under one policy.

2. Child equipment and personal belongings

If **you** are involved in an incident **we** will pay up to a maximum of £150 for **your** personal belongings if they are damaged or stolen. **We** will also pay to replace a damaged child seat or pushchair. **You** can claim up to an additional £50 for loss or damage to any children's accessories.

If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you**, once **we** have done so.

You are not covered for loss or damage to:

1. money, credit or debit cards, stamps, tickets, vouchers, documents or securities
2. goods or samples carried in connection with any trade or business
3. any property insured under another policy
4. property in a convertible car, unless the property was locked in the boot or glove compartment

General exceptions to your cover

We will not pay for any loss, damage or liability directly or indirectly caused or contributed to by:

1. The **insured car** being:
 - a. used by a person or for any purpose not shown on **your** current Certificate of Motor Insurance
 - b. driven by **you** if **you** do not hold a valid Driving Licence or are breaking the conditions of **your** Driving Licence
 - c. taken or driven without **your** permission by someone who normally lives with **you** as part of **your** household
 - d. used for criminal purposes (including avoiding lawful apprehension)
 - e. used for a deliberate or reckless act with the intention of:
 - i. committing or attempting suicide
 - ii. causing damage or fear of damage to other vehicles or property
 - iii. causing injury or fear of injury to any person
 - f. used on the Nurburgring Nordschleife or any racetrack, circuit or prepared course
 - g. used for any formal or informal race, whether prearranged or not
 - h. used for any test, competition, or organised motoring event
 - i. used for merchandise delivery, or hire and reward
 - j. rented out or used for a peer to peer hire scheme
 - k. used while carrying passengers in an unsafe, insecure or illegal manner including but not limited to carrying them in the cargo area of the **insured car**
 - l. used to carry a load in an unsafe, insecure or illegal condition or manner or where any of the **insured car's** weight limitations have been exceeded
 - m. used if **you** or the **registered keeper** have opted not to have the **insured car's** ADAS (Advanced Driver Assistance System) recalibrated when it has previously been required or recommended
 - n. used by **you** if **you** do not have the **registered keeper's** permission
 - o. driven by **you** immediately after passing **your** practical driving exam/test

General exceptions (cont.)

2. an agreement **you** have made under another contract
3. loss of use of the **insured car**
4. radiation, radioactive contamination or other dangerous properties of any nuclear device, component or material
5. terrorism, war, civil war, warlike operations (whether war be declared or not), invasion, act of foreign enemy, hostilities, mutiny, military uprising, insurrection, rebellion, revolution, riot, civil commotion (assuming its proportions amount to a popular rising), military or usurped power, nationalisation or any act of any person or group whether acting alone or in connection with a government or organisation which was committed for a political, religious, ideological or similar purpose with the intention influencing an economy, government, country or state or to put the public in fear
6. the use of the **insured car** principally for the carriage, transportation or delivery of **hazardous goods**
7. using the **insured car** in a **hazardous location**
8. use of the **insured car** as a public emergency service, military or law enforcement vehicle
9. a load seeping or spilling, in or from the **insured car** that causes pollution or contamination
10. use outside of the **territorial limits**; if **you** are driving in Northern Ireland, the Channel Islands, the Isle of Man or the EEA **your** cover is limited to the minimum level required in that country
11. any claim where **you** are not responsible for the **insured car**

General conditions of your cover

1. Your duties

The cover in this policy is valid providing:

- **you** have kept to all the terms and conditions of the policy
- the information confirmed on **your** Motor Proposal Confirmation and when registering a claim is true and complete

2. Claims procedure

If **you** or the **insured car** are involved in any type of incident, regardless of fault:

You or anybody acting on **your** behalf must:

- tell **us** about it within 48 hours
- immediately report any incident involving malicious damage, theft or deliberate fire to the police and:
 - support them in their investigation and any prosecution against the person responsible
 - provide **us** with a crime reference number within 24 hours that relates to the incident **you** are reporting
- provide **us** all the information and documentation that **we** consider necessary to deal with **your** claim and policy
- send **us** any court documentation **you** receive in connection with an accident as soon as **you** receive it, including any claim form, writ, summons or bill
- tell **us** at once if **you** are charged with an offence or receive any notice of prosecution, inquest or fatal enquiry
- provide **us** with a witness statement when requested
- cooperate with **our** investigation

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

You or anybody acting on **your** behalf must not attempt to negotiate the settlement of the claim unless **we** have given **you our** written permission.

General conditions (cont.)

Defending or settling a claim

We are entitled to:

- conduct the investigation, defence and settlement of any claim on **your**/the **Registered Keeper**'s behalf
- inspect the **insured car** at any reasonable time **we** ask
- cease cover immediately and cancel **your** policy if the **insured car** is deemed a total loss or is stolen and unrecovered

Once the claim is settled the **insured car** will become **our** property.

3. Care of the insured car

You must:

- protect the **insured car** from loss or damage
- confirm with the **registered keeper** that the **insured car** is roadworthy and, if applicable, has a current MOT certificate
- remove and secure any keys or device that allows access to the insured car; if it is left unoccupied

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

If an incident happens, which is directly or indirectly caused or contributed to by any of the following:

- the inappropriate conduct of the driver
- the condition of the **insured car** caused or contributed to the accident
- the **insured car** being left unlocked or unsecured

No cover under the policy will be provided and instead **our** responsibility will be restricted to meeting the obligations as required by **Road Traffic Law**.

General conditions (cont.)

4. Cancelling your policy

Your cancellation rights

You can cancel this policy at any time by using **your** online account. **You** can cancel a policy immediately, or from a future date. **You** cannot cancel a policy from an earlier date. **You** will be entitled to a full refund, if **you** cancel before **your** policy has begun. If **your period of insurance** is longer than 30 days and **you** wish to cancel, **you** will be charged on a daily pro rata basis for the time **you** have had on cover plus an administration charge.

If **your period of insurance** is 30 days or less and **you** wish to cancel after the policy has begun, no refund will be due.

Details of these charges are given in 'Your Agreement with AIS Limited' available online.

Our cancellation rights

We can cancel **your** policy at any time by sending notice in writing to the email address provided at the beginning of **your** policy. Please take note of the timescales given below.

Policy Duration	Notice Period
0-72 hours	8 hours
72 hours - 7 days	48 hours
Over 7 days	7 days

We can cancel **your** policy if **you**:

- ignore or fail to comply with any of the general exceptions
- break any of the General conditions of your policy
- fail to respond to written requests for further information or documentation
- harass or use abusive or threatening behaviour towards **our** staff
- pass **your** practical driving test

General conditions (cont.)

5. Payment of your premium and/or other charges

You are responsible for all payments regarding this policy. If **you** are due a refund, **we** will credit the card used to pay for the policy.

If a claim has been made during the **period of insurance**, no refund will be given.

6. Right of recovery

If an incident occurs which is not covered by this policy and **we** are required by the law of any country to make a payment, **we** can recover that amount from **you**.

7. Dual insurance

We will not pay a claim if any loss, damage or liability covered under this policy is also covered under any other insurance.

This does not apply to personal injury benefit, please see Section 4: Extra Cover.

8. Carriage of passengers

We will not cover any loss where the **insured car** is used for the carriage of passengers for hire or reward. However, **you** can accept money for fuel as long as:

- the **insured car** is not made or adapted to carry more than eight passengers
- **you** are not carrying passengers as customers of a passenger carrying business
- **you** do not make a profit from carrying the passengers

General conditions (cont.)

9. Fraud and misrepresentation

You must always answer **our** questions honestly and provide true and accurate information. If **you** or anyone acting on **your** behalf:

- provides **us** with false, exaggerated or misrepresented information
- submits false, altered, forged or stolen documents

We will take one or more of the following actions:

- amend **your** policy to show the correct information and apply any change in premium
- cancel **your** policy with immediate effect
- declare **your** policy void
- refuse to pay **your** claim or only pay part of **your** claim
- only pay a proportion of **your** claim
- keep the premium **you** have paid
- recover any costs incurred from **you**

If **we** identify any fraud or misrepresentation **we** will cancel or void any other EUI policies or Able Insurance Services Limited **you** are connected with.

General conditions (cont.)

10. Instructions

For **your** benefit and to ensure an efficient administration process, it is **our** policy to deal with **your** spouse, partner, parent or guardian for queries. If **you** want to cancel **your** policy or make a claim, **we** ask **you** to provide permission for any party other than yourself to do it.

If **you** would like someone else to deal with **your** policy and claim on **your** behalf, please let **us** know.

A named insured person or an acceptable caller must pass **our** data protection questions before they are able to discuss any aspect of the policy, claim or policy cancellation.

	Discuss policy content	Cancel policy	Discuss payment	Report a claim	Discuss a claim
Driver / Policyholder	✓	✓	✓	✓	✓
Spouse / Partner	✓	With policyholder authorisation	✓	With policyholder authorisation	With policyholder authorisation
Parent / Guardian	✓	With policyholder authorisation	✓	With policyholder authorisation	With policyholder authorisation
Payer	With policyholder authorisation	With policyholder authorisation	✓	With policyholder authorisation	With policyholder authorisation

11. Drink and drugs clause

If an accident happens whilst **you** are driving and **you**:

- are found to be over the legal limit for alcohol or drugs
- are driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fail to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by **Road Traffic Law** and **we** will cancel **your** policy.

General conditions (cont.)

12. Standard parts replacement

Your policy does not cover non-standard parts i.e. **modifications**, however manufacturers optional extras and adaptations made due to a disability are covered.

If **you** make a claim for loss or damage to the **insured car**, provided it is economical to do so, **we** will only pay the cost of replacing parts needed for the **insured car** to meet the manufacturers specification, along with any optional extras and/or disability adaptations **you** have declared.

13. Residency

You will only be provided with the cover set out in this policy if **you** are a permanent resident within the **territorial limits**.

If **you** do not live within the **territorial limits** **we** will cancel **your** policy.

14. Changes in circumstances

Please tell **us** immediately:

- if the **registered keeper** sells the **insured car**
- if **you** change **your** address
- if **you** change **your** occupation
- if **you** are disqualified from driving or **your** Driving Licence status has changed
- if the alternative insurance is cancelled or is no longer valid
- when **you** pass **your** practical driving test

15. Motor trade

This policy is not to be used to facilitate the purchase, sale, recovery or repair of any of vehicle in connection with a trade or business.

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

General conditions (cont.)

16. Requests for information

You must respond to all requests for documentation during **your period of insurance** and during the administration of a claim.

You may be asked to provide:

- documents to confirm the details on **your** Motor Proposal Confirmation
- documents and other media relating to the **insured car**/claim
- financial statements and utility bills
- receipts and invoices
- Driving Licence information
- proof of **your** No Claims Bonus
- travel documents
- proof of alternative insurance

Failure to supply this information when requested will result in **your** claim being refused and/or **your** policy being cancelled.

17. Alternate insurance

At all times the **insured car** must be covered by another annual motor insurance policy that satisfies any obligations under the **Road Traffic Act 1988**. This cannot be a fleet or motor trade policy.

18. Passing your test

If **you** pass **your** practical driving test before the expiry date of this policy, all cover stops from the point **you** pass **your** test (cover does not apply for **you** to drive home or to any other location).

You must notify **us** immediately when **you** pass **your** practical driving test.

Comments and complaints

At **Veygo**, **we** are committed to providing the best possible service. However, **we** understand there may be times when **we** do not meet **your** expectations. **We** want **you** to let **us** know straight away if **you** are unhappy. **We** will always do our best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful. That's why **we** want **you** to be able to complain in any way **you** choose.

Complaint about your claim or policy

Phone us:

03330 165112

Email us:

- learner-driver@veygo.com

If you prefer to write to us:

Head of Customer Operations - Veygo
Ty Admiral
David Street
Cardiff
CF10 2EH

Whichever method **you** choose, a member of staff fully trained in complaint handling will deal with **your** complaint.

Comments and complaints (cont.)

How to escalate your complaint

If **we** have given **you our** final response and **you** are still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
www.financial-ombudsman.org.uk

Tel: 0800 0 234 567

Or: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

For more information about how **we** handle complaints, please call **us** and ask for a copy of 'Our Guide to Handling your Complaint.'