

# Your Premier Car Insurance Policy Booklet



**Hastings** PREMIER

Refreshingly straightforward insurance



## Our policy gives you 5 star protection

Hastings Direct and Premier Car insurance policies have been awarded a 5 Star Rating from Defaqto, the independent financial research company. This is great news for our customers and us as it supports our goals of delivering great straightforward service to our customers, as well as being the lowest cost provider of quality general insurance.

Most of all it means we can be confident that our motor insurance products are not only a great price, but are some of the most comprehensive policies on the market.

### What is a Defaqto Star Rating?

Defaqto are an independent financial research company who specialise in collecting, researching and sharing financial product information.

Since 1994 they have built a comprehensive, whole of market, financial product information database and become one of the leading providers of financial product information in the UK.

Defaqto Star Ratings are a simple, reliable way to identify at a glance the overall level of features or benefits within an insurance policy - whether a customer needs a simple policy, one with lots of features and benefits or something in between.

Find out more at [www.defaqto.com/star-ratings](http://www.defaqto.com/star-ratings)



2013 Insurance Times Awards, Personal Lines Broker of the Year  
2013 and 2014 Car Insurance Provider of the Year, Consumer Moneyfacts Awards  
2013 and 2014 UK Broker Awards, Personal Lines Broker of the Year  
2014 British Insurance Awards, Personal Lines Broker of the Year

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# Claims service

We hope that you are never unfortunate enough to have an accident or loss, however we also know that these things happen and that the true value of your car insurance lies in the service you receive at this difficult time.

You should notify us of any accident or loss within 24 hours of the occurrence. By notifying us as soon as possible, your insurer can settle your claim quicker, and if your car is repairable, arrange for one of their nominated repairers to be notified as soon as possible. Furthermore quickly notifying us of the incident means that the details are fresh in your mind and can help your insurer lessen the cost involved in dealing with your claim, helping them to keep their prices as low as possible.

## What to do if you have an accident — remember STOP:

- S** **Stop** at the scene of the accident, never admit blame or offer to pay for damage, and tell us if anyone else does.
- T** **Telephone** us on **0844 561 1417**, even if you do not want to make a claim.
- O** **Obtain** the name, address, telephone number and vehicle registration of the other drivers and give yours in return. Try and get details of any witnesses.
- P** **Police**. Call the Police if there has been an injury or if any driver does not stop at the scene or give their details.

If you become aware of any insurance related incident, you must tell us, even if you don't want to make a claim.

**Need to make a claim?**  
Simply call our friendly team on:

**0844 561 1417**

If you need to report an incident from  
outside of the UK, please call us on:

**00 44 1424 738 585**

Remember to save this number in your mobile phone (if you have one) so you will have it available if an incident occurs.

Our claims helpline is open 24 hours a day, 365 days a year and is a first response service with operators who can confirm whether your policy covers you for the incident. When you call us, we will ask you some questions about the circumstances of the incident, we will then transfer you to your insurer's claims department who will take the next steps.

**If the only damage is to the windscreen or windows in your car, please call the glassline shown on your certificate of motor insurance and on your schedule. This line is open 24 hours a day 365 days a year.**

## What number to call in the event of a claim for Legal Expenses or for Breakdown:

| Claims for Motor Legal Expenses: |               | Claims for Breakdown cover |                    |
|----------------------------------|---------------|----------------------------|--------------------|
| Accident related claims:         | 0844 800 4585 | within the UK:             | 0844 8793048       |
| Motor Prosecution Defence:       | 0844 770 1051 | within Europe:             | 00 44 1737 815 876 |

### Repair Service for an accident when using your insurer's nominated repairer:

Remember that by using your insurer's nominated repairer, you will benefit from a number of things, including a guarantee for your repairs, and authorisation and payment direct to the repairer. All you need to do is pay your excess.

You are of course permitted to use your own repairer, however you will not be entitled to the benefits shown in the table below and will need to submit repair estimates to your insurer for authorisation, which may delay the progress of your claim.

|                      |   |
|----------------------|---|
| <b>Repairs</b>       | If the damage to your car is covered under your policy and can be repaired, then your insurer will arrange for one of its nominated repairers to contact you. |
| <b>Authorisation</b> | You do not need to get any estimates and your repairs can begin as soon as your insurer has authorised them.  |
| <b>Delivery</b>      | When the work is complete, the repairer will contact you to arrange a convenient time to deliver your car back to you.  |
| <b>Payment</b>       | Your insurer will pay the bill. All you need to do is pay any policy excess to the repairer before the car is delivered back to you.                          |

If your car is a total loss (a write off), your insurer will ask you to send in your original documents (for example V5C and MOT certificate). Remember to clear your car of personal belongings and your tax disc before it is collected.

### Points you need to know about the courtesy car service:

- The service is only available for the duration of your repairs, if you use one of your insurer's nominated repairers for repairs to your car following damage covered under Sections 1 and 2 of your policy.
- A courtesy car is not available if your car is stolen or is considered to be a total loss
- The courtesy car will usually be a Group A vehicle, such as a Ford Ka.

## Points you need to know about the courtesy car service (continued)

- The courtesy car will be automatically insured by this policy, subject to underwriting terms and conditions, at no additional cost, and normal policy terms will apply.
- You will be responsible for the courtesy car, including any fines for parking, motor offences and fixed penalties and any congestion or toll charges incurred.

The courtesy car service is provided by the insurer's nominated repairer. You can find out who your insurer is by looking at your statement of insurance, your schedule or your certificate of motor insurance.

Remember, if you have purchased substitute vehicle cover as an optional additional product, you will be able to make a claim for a hire car in the event of your car being declared a total loss following an accident that was your fault, fire or attempted theft. Your statement of price will show if you have purchased this cover, and full details of the policy can be found in your optional additional products booklet.

## Information about your contracts of insurance

You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with us for arranging and administering your insurance policy, on your behalf, and we shall charge you arrangement and administration fees for providing our services. Our terms and conditions are set out in this document.

The second contract is with the insurer noted on your certificate of motor insurance and your policy schedule, for providing your insurance and they shall charge you a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document (pages 22–end) and your statement of insurance, certificate of motor insurance and schedule.

The new business arrangement and administration fees and insurer premium will form the cost of the insurance. The amounts paid in respect of the cover you hold are found in your statement of price.

If you make any changes to your policy, additional costs may be incurred.

Please note that when we are arranging your insurance or making any adjustments to it, we are acting on your behalf as your agent. When dealing with claims for Advantage Insurance Company Limited we are acting as the agent for the insurer. All other claims will be dealt with by the insurer concerned. If you are unhappy or concerned with this arrangement or wish to have more information please contact us.

## Caring for our customers

It is always our intention to provide you with a high level of customer service. However, if you are dissatisfied with the service provided by Hastings, the best way to contact us is via e-mail at the address below, you may also contact us by phone or letter:

- [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)
- **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines). (Customer Service Helpline)
- Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea, East Sussex, TN39 3LW

If you make a complaint and it cannot be resolved immediately or by the end of the next working day, we will send you a written acknowledgement, typically within five working days. This acknowledgement letter will let you know who is dealing with your concerns.

We will endeavour to resolve the matter as soon as possible. We will fully investigate your complaint using all the information available to us, and our customer relations department will make every effort to address your concerns.

To ensure we deal with your complaint fully our investigations can sometimes take a little longer. If they do, we will provide you with a final response usually within four weeks or explain our position and provide timescales for responding. If our investigations take longer than four weeks we will keep you fully informed of the position until we are able to provide you with a final response.

Should we fail to offer you a final response within eight weeks of the initial date of your complaint, or if you are not satisfied with our response, you may refer the dispute to the Financial Ombudsman within six months of receiving our final response letter. Their address is:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR  
Tel: 0800 023 4567 or 0300 123 9 123 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If your insurance is at Lloyd's, then in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, London EC3M 7HA.  
Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint—How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Nothing in this process will affect your rights of law.

## Financial Services Compensation Scheme (FSCS)

We and your insurer are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we/your insurer cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstance of the claim.

Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Travelling abroad?

Your current policy cover is automatically extended to include travel in the EU and the countries listed in section 5 for up to 90 days per trip.

If you intend to travel for more than 90 days per trip or visit countries not listed in section 5, your policy cover may be extended for the trip or for these countries. Please call our customer service department on **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines) at least 7 days before the date of your departure. You may have to pay an additional premium for this.

## Consumer Insurance (Disclosure and Representation) Act 2012

Under the Consumer Insurance (Disclosure and Representation) Act 2012, you have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If you volunteer information which is over and above that requested, you must do so honestly and carefully.

You should check your statement of insurance to ensure that all facts given are correct. It is an offence to make any false statement or withhold any information for the purpose of obtaining a certificate of motor insurance.

Failure to answer all questions fully and accurately could invalidate your insurance cover and could result in all or part of a claim not being paid.



# Keeping your policy up to date

The terms of your policy and premium are based on the information you have given us. If any of this information changes you should tell us by calling our customer service department. Below are some examples of what you should tell us. Please note these lists are not exhaustive and you should contact us if you are unsure about whether you need to inform us of a change. Any changes to your policy will be subject to your insurer's agreement and may not be acceptable, therefore please contact us for guidance on changes you wish to make. If a change to your policy is acceptable it may result in revised terms and/or a change in the premium. Any changes to your policy will also be subjected to our administration fee, please see page 11 for details.

## **Please tell us immediately if:**

- You or any insured drivers are involved in an accident, no matter how trivial and regardless of blame; or
- You change your address or you or any insured drivers change occupations; or
- Your or any insured driver's driving licence is revoked either temporarily or permanently, or the status of the driving licence has changed, e.g. if you or any insured driver has passed their driving test.

## **Please tell us about the following beforehand:**

- If you intend to change your car.
- If you intend to change what you use your vehicle for.
- If you want to include other drivers.
- If you intend to alter your car from the manufacturer's standard specification. Alterations include optional extras and any changes to bodywork; these include but are not limited to:
  - Changes to the bodywork, such as spoilers or body kits.
  - 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. This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your insurer has agreed to arrange cover for them.

If you make a claim for loss or damage to your car, your insurer will only pay the cost of replacing parts needed for your car to meet the manufacturer's standard specification. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

### **Please tell us about the following when you renew your policy:**

Should there have been any changes to the insurance details of you or any other person named as a driver under this policy. Such changes to insurance details include, but are not limited to:

- Any information listed on the previous page, that should be advised immediately or beforehand.
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any prosecutions or motoring convictions that you or any insured drivers have received during the year, or any pending prosecutions, motoring convictions or fixed penalty notices or licence endorsements.
- Any medical or physical condition or disability, for you or any insured drivers, that is notifiable to the Driver and Vehicle Licensing Agency (DVLA)/Driver & Vehicle Agency Northern Ireland (DVANI) which has not been notified to and accepted by the DVLA/DVANI.
- Any non-motoring convictions for all drivers that are not considered spent. A spent conviction is one which, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however you have received a prison sentence of more than four years, your conviction will never become spent.

Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

Renewal terms will be offered based on the information you provided as shown on the statement of renewal. Please check the accuracy of this information and if any details are incorrect you should tell us by calling our renewals team on **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines).

# Hastings Direct's terms and conditions

## Whose products do we offer?

We can arrange the following products on your behalf with a range of insurers. If you would like a list of the insurers we deal with please ask.



For each optional additional product we only use a single provider, details of which are provided in our optional additional products policy wording.

## Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

Our permitted business is arranging, dealing as agent and assisting in the administration of non - investment insurance contracts.

## Ownerships and close links

Hastings Insurance Services Limited is wholly owned by Hastings (UK) Limited (registered in England and Wales number 06769523) which, in turn, is wholly owned by Hastings (Holdings) Limited (registered in England and Wales number 07162484) which, in turn, is wholly owned by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG") which, in turn, is ultimately owned, through a succession of Jersey registered companies by Hastings Insurance Group (Holdings) PLC (registered in Jersey number 113859) being the parent group company.

If we have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should inform you that AGH is also wholly owned by HIG, which, in turn is ultimately owned, through a succession of Jersey registered companies by Hastings Insurance Group (Holdings) PLC (registered in Jersey number 113859) being the parent group company.

## **What is the insurance intermediary service we provide you with?**

We will provide you with sufficient information to enable you to make an informed decision on your purchase.

As we will not make any recommendation please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

Our service includes arranging your insurance cover on your behalf with insurers to meet your requirements, and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation of your policy and arrange cover with an alternative insurer if your requirement to amend your policy is not acceptable to your original insurers. Additionally we will arrange optional additional covers such as legal protection and breakdown where these meet your needs. We will also arrange the renewal of your insurance. On behalf of your insurer, we will accept your first notification of an incident or claim, after which the details will be passed to your insurer.

## **What you have to pay for our services**

We make charges for administering your insurance, these are listed on the table overleaf. Your insurer may charge a premium for any changes you make to your policy and will charge a premium for the time you have been on cover should you decide to cancel your policy. These premiums will be in addition to our fees, which are for our services only.

Each fee is non-refundable and is payable at the time of the transaction to which it relates

| Service   | Fee    |
|---|--------|
| <b>Policy arrangement &amp; administration</b>  |        |
| Arranging your new policy   | £20.00 |
| Call centre arrangement (in addition to the £20.00 arranging your new policy fee)   | £12.50 |
| Arranging your policy at renewal  | £20.00 |
| Postal delivery of documents  | £5.00  |
| <b>Amendments to your policy made by you</b>  |        |
| All other amendments not listed below   | £25.00 |
| Change of registration number   | £20.00 |
| Add/amend an accident or convictions  | £0     |
| Amend vehicle security  | £0     |
| Amend day time/overnight parking  | £0     |
| Amend mileage   | £0     |
| Amend occupation  | £0     |
| Amend name/marital status   | £0     |
| Correct an error by one of our advisers   | £0     |
| <b>Amendment to your policy made by our business administration team</b>  | £25.00 |
| As part of our new business process our business administration team will check your information and may have to make amendments to your policy to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee. |        |
| <b>*Cancellation - for full details of your right to cancel please see pages 49–50</b>  |        |
| Cancellation (if you take up alternative cover from Hastings Direct)  | £0     |
| Cancellation (within 14 days)   | £25.00 |
| Cancellation (after 14 days)  | £45.00 |
| <b>Duplicate documentation</b>  |        |
| Sent via e-mail or fax  | £0     |
| Resent by post due to not being received within 6 weeks of the start of the policy  | £0     |
| Sent via post   | £5.00  |
| <b>Failed payments</b>  |        |
| Cheque/Direct debit   | £20.00 |
| <b>Method of payment charge</b>   |        |
| Payments by debit card  | 0%     |
| Payments by credit card   | 1.25%  |
| Administration fee for third party referral following a failed payment  | £25    |

If we give a discount on our fees and/or the insurer's premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

## **Client money and instalments**

All money received by us in respect of insurance premiums is held on behalf of the relevant insurer so that you have no risk in the unlikely event of our bankruptcy.

The total price of your insurance is shown in your documents including insurance premium tax where applicable. For legal purposes, we are required to inform you of the possibility that other taxes or costs may exist that are not paid through or imposed by us, however, we are not aware of the existence of any other taxes or costs currently payable.

When dealing with any amendments or alterations to your policy, we will not collect or refund any amounts under £1. Please note that any interest earned by us and any investment returns on any segregated designated investments will be retained by us.

We use a third party to collect and store card details in accordance with industry standards. We will use the card details stored on our behalf to collect payment for mid-term changes, defaulted instalments including the associated fee, balances following cancellation and for the renewal of your policy. We will inform you in advance of doing so.

In the event of you receiving an overpayment, we will attempt to recover our funds using the debit/credit card stored on our behalf.

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the terms and conditions of the card issuer. All other refunds will be made by cheque. We are unable to give cash refunds.

If you pay using our Direct Debit facility for any adjustments to your premium over the term of your loan, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.

If you fail to pay us any money you owe to us on the date due and we instruct a third party to collect this amount, you agree to pay our administration fee of £25.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf.

## **Introducer arrangements**

A third party may have introduced you to us and for this the introducer may be paid a fee by us.

## Renewing your policy

At least 24 days before your policy end date we'll send you a notice of renewal letting you know that your policy is due to expire. In most cases, this notice will include an offer to renew for another year. To help you make an informed decision, any offer made will include key facts about your policy, any changes to the policy terms and an offer price.

In a small number of cases, your insurer may not make you an offer to renew your policy. If this happens, we will search our panel of insurers to try and find an alternative insurer for you. If we're able to find an alternative insurer, we'll include their offer in your notice of renewal. Likewise, we'll tell you if we're unable to find you an insurer.

If you're intending to accept a renewal offer, you must take reasonable care to ensure that your information contained in the policy is correct. This includes, but is not limited to, informing us of any accidents, whether or not a claim was made, or any prosecutions or motoring convictions. Failure to notify us of any required changes may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

If anything is not correct, or you need to inform us of any changes to your policy, please contact our customer services team on **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines).

Each renewal of the policy represents a new contract of insurance. You will enter into a new contract of insurance with your insurer commencing on the cover start date shown on your renewal schedule.

## Automatic renewal

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew your policy we'll tell you on your notice of renewal.

In a small number of cases, we won't automatically renew your policy. We'll tell you on your notice of renewal if this is the case. Some of the reasons why we may not automatically renew your policy include:

- 1) You have previously told us you don't want to automatically renew your policy.
- 2) Our panel of insurers won't insure you for another year.
- 3) You've an outstanding debt on your current policy.

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact our customer services team on **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines).

## After renewal

You have a right to cancel your policy at any time. For full details of your right to cancel please see pages 49-50.

If you pay for your policy by instalments, we'll continue to collect your premium on a monthly basis, using the same accounts details you gave to us the previous policy year.

If you pay for your policy by credit/debit card, we'll collect the renewal premium on the renewal date from the last card details you gave us.

## Data protection notice

Please take a few minutes to read this section carefully as it contains important information relating to the details that you will give or have given us.

You should show this Data Protection Notice to anyone covered or proposed to be covered under this policy. This notice explains how we may use the details you provide us with.

Hastings Insurance Services Limited and the insurer named on your schedule of insurance act as joint data controllers for the purpose of the Data Protection Act 1998 in relation to the personal data you supply. Information you provide about yourself and others will be used by us and your insurer to process your request in accordance with the Data Protection Act and other applicable laws. In order to assess the terms of the insurance contract or administer claims that arise, we or the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions). By proceeding to provide any sensitive information about a third party (e.g. an additional driver), you must obtain their prior agreement to this and we will proceed on the basis that you have done so. We will pass your information to other organisations (e.g. service providers) to enable them to provide the services you have requested, and they in turn may pass your information to their agent(s) in order to deliver the service or carry out relevant investigations.

Occasionally, insurers/organisations may transmit or store your data outside the European Economic Area (EEA) in countries that do not have the same standards of protection for personal data as the UK.



## When do we collect personal data?

We collect personal information directly from you when you register for any online service with us or deal with us over the telephone, such as a request for a quote, the purchase of an insurance policy through us or the provision of policy administration or claims handling services. We limit the collection of personal information to what we need to know to maintain the accuracy of our records, and assess the financial standing of customers, to assist us in providing a high standard of service, and to fulfil any legal and regulatory requirements. We will do our best to ensure that your details are accurate and kept up-to-date and we would ask you to assist us in doing so by notifying us of any changes to your personal information.

All personal information provided by you is held securely and in confidence by us in our computerised and other records. When we process your personal information we do so in compliance with the terms of Act. We maintain strict security standards and procedures with a view to preventing unauthorised access to your data. We use leading technologies, such as data encryption, fire walls and server authentication to protect the security of your data. All our staff and all third parties we may hire from time to time to provide support services are required to observe our privacy standards.

## How we will use your data

This notice explains how we may use the details you provide us with. The data you provide will be used by us and shared with other insurers and associated supplier as well as certain statutory and other authorised bodies for:

**Insurance underwriting purposes**—i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- Help your insurer to consider whether to accept the relevant risk;
- Make decisions about the provision and administration of insurance and related services for you [and members of your household].
- Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time, including upon application for insurance, in the event of an accident or a claim, or at a time of renewal).
- Provide your (or any person included on the proposal) Driving Licence Number ("DLN") to the DVLA to confirm your (or the relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.

- Searching your (or any person included on the proposal) 'no-claim discount' ("NCD") details against a NCD database to obtain information in relation to your NCD entitlement. Such searches may be carried out against your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and/or postcode. A search of the DLN against the NCD database should not show a footprint against your (or another relevant person included on the proposal) driving licence.
- Searches may be carried out at point of quote and if an insurance policy is inceptioned at the renewal stage.
- In relation to our online quotation service, to provide you with one or more online quotations on behalf of one or more insurers.
- In relation to our online cover service, to consider your application for, and facilitate your purchase of, an insurance policy through us.
- To provide you with other services, including managing and administering the insurance policies you take out through us, and providing assistance with your claims and enquiries.
- For the purposes of insurance administration by us or our agents, by our re-insurers and your intermediary (if you have one) and may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory requirements
- To offer you the opportunity to renew a policy or purchase a replacement policy.
- To update our records about you.
- To improve the quality of our service and the efficiency of our website and systems.
- If prior consent has been received, we may market you with other products which we believe may be of interest to you.

**Management information purposes**—i.e. to analyse insurance and other markets for the purposes of:

- Portfolio assessment.
- Risk assessment.
- Performance reporting.
- Management reporting.
- Conducting research and statistical analysis to facilitate our internal customer service monitoring.

**Anti fraud purposes**—i.e. to detect and prevent fraudulent claims and/or activities by:

- Sharing information about you with other organisations e.g. insurers, law enforcement agencies and public bodies including the police. These organisations may access and use this information for the detection investigation of or prevention of crime.
- The insurer and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Tracing debtors or beneficiaries, recovering debt, managing your accounts and or insurance policies.
  - Undertaking fraud searches. Insurers pass information to the Claims Underwriting and Exchange Register and where appropriate the Motor Insurance Anti-Fraud and Theft Register administered by Insurance Database Services Limited (“IDSL”). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
- Undertaking searches against your (or any person included on the proposal) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.

## Credit checks

Making searches to credit reference agencies, including checking voters roll information.

We and/or your insurer may pass information about you to credit reference agencies, where it is necessary to carry out a credit check search on you before we and/or your insurer provide you with any services (including quotations and prior to offering a renewal). We may also ask credit reference agencies to provide a credit score computation. You should be aware that the results of these searches will be recorded by credit reference agencies and that we and/or your insurer and other organisations may use those records in order to help make credit decisions about you, people financially linked to you and others in your household.

Often insurance and other financial services providers will only request a credit check once you have decided on a particular supplier.

Every application you submit for a loan or credit card, however, may affect your credit score so you may wish to keep applications to a minimum to protect your credit rating.

- Searching your (or any person included on the proposal) 'no-claim discount' ("NCD") details against a NCD database to obtain information in relation to your NCD. Such searches may be carried out against your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and/or postcode. A search of the DLN against the NCD database should not show a footprint against your (or another relevant person included on the proposal) driving licence.
- Checking your identity to prevent money laundering (unless you furnish us with satisfactory proof of identity).

The insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You should not assume we will write or make any outside enquiries and should take reasonable care to answer all questions as fully and as accurately as possible. If you volunteer information which is over and above that requested you must do so honestly and carefully.

## Compliance with legal obligations and responsibilities

Claims management – In the event of a claim we may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.

Motor Insurance Database—Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.
- If you are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.
- Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

Complaints management—If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal information, to the relevant ombudsman.

## **How your data will be processed**

Information which is supplied to IDSL and MID can include details such as your name, address and date of birth together with details of any injury arising from a claim.

Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to IDSL and other appropriate agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud protection agencies.

We will pass details of your 'no-claim discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

You can ask for more information about this. If you require such information, please contact Hastings Direct.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy or prospective insurance policy or could affect the amount we pay to settle any claims you make under the policy.

## Can I see the personal information you hold about me?

You have the right to receive a copy of the personal information we hold about you at any time, on written request and payment of a £10 administration fee.

Should you wish to receive a copy of the personal information we hold about you, please write to the Data Protection Officer at Hastings Direct address shown below enclosing the £10 administration fee made payable to Hastings Insurance Services Limited, and we will deal with your request within the regulatory 40 day period.

If you would like us to remove any personal information from our records, then please write to our Data Protection Officer at:

Hastings Direct,  
Conquest House,  
Collington Avenue,  
Bexhill on Sea,  
East Sussex,  
TN39 3LW.

Please be ready to quote your full name, address and if applicable your policy number when contacting us. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.

You should check your statement of insurance to ensure that all facts given are correct. It is an offence under the Road Traffic Act to make a false statement or to withhold information to obtain the issue of a motor insurance certificate. If you give us any additional information in writing you should keep a copy for your records.

# **Motor insurance policy**

# Key Facts

## Your policy summary

This summary lists some key points but does not describe all the terms and conditions of your policy, so please take time to read the rest of this booklet to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your policy schedule and certificate of motor insurance.

### Reporting claims:

To report a new claim for accident, fire or theft please call **0844 5611417**

To report a new claim for accident, fire or theft from outside of the UK please call

**00 44 1424 73 85 85**

If the only damage is to the windscreen or windows in your car, please call the glassline shown on your certificate of motor insurance and on your schedule. This line is open 24 hours a day 365 days a year.



The features and benefits that apply to your policy are shown below - please refer to the column that matches the level of cover you selected (details of which can be found on your statement of insurance and policy schedule).

| Policy features & benefits |  | Policy cover  |                          |                  |
|----------------------------|--|---------------|--------------------------|------------------|
|                            |  | Comprehensive | Third party fire & theft | Third party only |
| <b>Section 1</b>           | Damage to your car (except that caused by fire & theft) up to its market value.  | Covered       | Not covered              | Not covered      |
| <b>Section 2</b>           | Damage or loss by fire or theft up to its market value.  | Covered       | Covered                  | Not covered      |
| <b>Section 3</b>           | Legal liability for damage to other people's property up to £20m (or £25m in total, including all costs).<br>Third party only cover, whilst you are driving another car not hired, owned, or lent to you, where this is shown on your certificate of motor insurance.  | Covered       | Covered                  | Covered          |
| <b>Section 4</b>           | Personal accident, for you, spouse or civil partner, up to £5000 for death or loss of sight or limb (above the ankle or wrist). Benefit not applicable for claimants over the age of 75.   | Covered       | Not covered              | Not covered      |
| <b>Section 5</b>           | The same level of cover applicable to this policy for up to 90 consecutive days within the countries listed.   | Covered       | Covered                  | Covered          |
| <b>Section 6</b>           | Medical expenses up to £500 for each injured person.   | Covered       | Not covered              | Not covered      |
| <b>Section 7</b>           | Personal belongings up to £300 for personal belongings in your car, that are lost or damaged by accident or fire or theft.   | Covered       | Not covered              | Not covered      |
| <b>Section 8</b>           | Damage to your car's windscreen and windows.   | Covered       | Not covered              | Not covered      |
| <b>Section 10</b>          | Replacement of a child's car seat or booster seat, provided a claim for loss or damage to your car is made under sections 1 or 2 of this policy.   | Covered       | Covered                  | Not covered      |
| <b>Section 11</b>          | Up to £50 per person, to a maximum of £250 for one of the following in the event you are unable to continue your journey as a result of loss or damage to your car under sections 1 or 2 of this policy: <ul style="list-style-type: none"> <li>• Travelling expenses for occupants of the insured car towards reaching your destination; or</li> <li>• One night's hotel accommodation on the day of the accident or loss for the occupants of the insured car where the loss of use necessitates an unplanned overnight stop.</li> </ul> | Covered       | Not covered              | Not covered      |

## Significant policy exclusions and limitations

For full details please refer to sections 1 and 2 and the general exceptions section of this booklet.

### Sections 1 & 2 and general exceptions.

- Excludes injury, loss or damage when your car is driven by someone who is not a permitted driver.
- Cover is excluded in respect of loss of the use of your car, wear and tear, loss of value, loss by deception or repossession by the rightful owner.
- Excludes any loss or damage caused by a member of your immediate family, or a person living in your home taking your car without permission unless you report the person to the Police for taking your car without your permission and assist the Police in a prosecution.
- Loss of or damage to your car while;
  - (a) the ignition keys have been left in or on your car or;
  - (b) your car has been left unattended with the engine running.
- Cover may not be provided for malicious damage, theft or attempted theft if you have stated that your car will be garaged and the incident occurs when your vehicle is not garaged but is within the vicinity of your declared garaging address.
- The first £295 of a claim when your car is being driven by or in the charge of any person who is under 21, or the first £195 of a claim when your car is being driven by or in the charge of any person who is aged 21 to 24, or anyone who has not held a full UK or EU/EEC driving licence for at least one year. These amounts are in addition to the excesses shown on your schedule.
- Cover is not provided if you or any person entitled to drive on your policy is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, when the accident happened.
- Loss or damage to your car caused by an inappropriate type or grade of fuel being used.

## **Cancellation rights**

For full details, please see the cancellation section on pages 49 and 50 of this booklet.

### **Your right to change your mind**

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. Unless you have made a claim under the policy, you will receive a refund of premium paid, after the deduction of our fees and any insurer's premium for the period you have been insured. In these circumstances, the effective date of cancellation will be the date that you serve notice of your wish to cancel.

### **Cancellation Rights**

We and your insurer both have the right to cancel your policy at any time by giving you 7 days notice in writing. We or your insurer will send a cancellation letter to the latest address we have for you and will set out the reason for cancellation in the letter. Neither we nor your insurer will ever cancel your policy without a valid reason for doing so.

We may also cancel this policy without giving you notice and without refunding your premium if you:

- Do not keep to the terms and conditions of this policy in any significant way.
- Make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
- Fail to cooperate with our or your insurer's representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your insurer's staff or suppliers.

## Caring for our customers

It is always our intention to provide you with a high level of customer service. However, if you are dissatisfied with the service provided by Hastings, the best way to contact us is via e-mail at the address below, you may also contact us by phone or letter:

- [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)
- Tel: **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines). (Customer Service Helpline)
- Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea, East Sussex, TN39 3LW.

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is:

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

Tel: 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

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

If your insurance is at Lloyd's, then in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's.

Their address is: Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, London EC3M 7HA Tel No: 020 7327 5693 Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Making a complaint will not affect your right to take legal action.

## Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstance of the claim.

Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Information about your policy documents

Your motor insurance contract is made up of:

- This policy booklet;
- Your schedule which has details of you, your insurer, your car and the cover provided;
- Your current certificate of motor insurance which gives details of who may drive your car and what your car can be used for; and
- Your statement of insurance which shows all the information you have provided us and on which the cover has been based.

Your schedule will show you which sections and endorsements in this policy apply to you. You should keep a record (including copies of letters) of all the information you supply us with, in relation to this insurance.

## Contract of insurance

This policy is a contract solely between you and the insurer (as shown on your current certificate of motor insurance). It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party. The information provided by you, to us as stated on your statement of insurance forms part of this contract.

If you have paid or agreed to pay the appropriate premium, and arrangement and administration fee the insurer will provide insurance, under the terms set out in this policy, for injury, loss or damage occurring during the period of cover.

Under European law, you and we may choose which law will apply to the contract. Unless you and we have agreed otherwise, English law will apply.

We will communicate in English throughout the course of this contract.

For and on behalf of the insurer:

A handwritten signature in black ink, appearing to read 'Tobias van der Meer', with a horizontal line underneath it.

Tobias van der Meer  
Managing Director Hastings Insurance Services Limited

# Guide to cover

Your schedule shows the cover you have selected.

| Policy features & benefits |   | Policy cover  |                          |                  |
|----------------------------|---|---------------|--------------------------|------------------|
|                            |   | Comprehensive | Third party fire & theft | Third party only |
| <b>Section 1</b>           | Damage to your car  | Covered       | Not covered              | Not covered      |
| <b>Section 2</b>           | Damage or loss by fire or theft                               | Covered       | Covered                  | Not covered      |
| <b>Section 3</b>           | Legal liability to third parties                              | Covered       | Covered                  | Covered          |
| <b>Section 4</b>           | Personal accident   | Covered       | Not covered              | Not covered      |
| <b>Section 5</b>           | Using your car abroad (foreign use)                           | Covered       | Covered                  | Covered          |
| <b>Section 6</b>           | Medical expenses  | Covered       | Not covered              | Not covered      |
| <b>Section 7</b>           | Personal belongings   | Covered       | Not covered              | Not covered      |
| <b>Section 8</b>           | Glass damage  | Covered       | Not covered              | Not covered      |
| <b>Section 10</b>          | Child seat cover  | Covered       | Covered                  | Not covered      |
| <b>Section 11</b>          | Overnight accommodation or onward transport following a claim | Covered       | Not covered              | Not covered      |

## Meaning of words

The following defined words will carry the same meaning wherever they are shown in **bold** from this point forward. The terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

|                                       |  |
|---------------------------------------|--|
| <b>Certificate of Motor Insurance</b> | The proof of the motor insurance you need by law. The <b>certificate of motor insurance</b> shows what car is covered, who is allowed to drive the car and what the car can be used for.   |
| <b>Endorsement</b>                    | A clause which changes the terms of the policy. Any <b>endorsements</b> which apply will be shown on your schedule.  |
| <b>Excess</b>                         | The part of the claim that you must pay.   |
| <b>Insurer</b>                        | The insurance company or Lloyd's syndicate insurer whose name is shown on your <b>certificate of motor insurance</b> and schedule.   |
| <b>Market Value</b>                   | The cost of replacing <b>your car</b> in the United Kingdom at the time the loss or damage occurred with one of a similar make, model, age and condition. Publications may be used which refer to vehicle values such as Glass's Guide to assess the <b>market value</b> , with an allowance being made for the mileage, condition and circumstances of purchase by you. |
| <b>Nominated Repairer</b>             | A repairer from your <b>insurer's</b> approved network, whom your <b>insurer</b> will authorise to repair <b>your car</b> following a claim under Section 1 or Section 2 of this policy.   |
| <b>Period of Cover</b>                | The period you are insured for, as shown on your <b>certificate of motor insurance</b> .   |
| <b>We/Us/Our</b>                      | Hastings Insurance Services Limited trading as Hastings Direct on behalf of the <b>insurer</b> identified on your <b>certificate of motor insurance</b> .  |
| <b>You</b>                            | The policyholder named on your schedule.   |
| <b>Your Car</b>                       | The car described on your schedule.  |

# Section 1

## Damage to your car (except that caused by fire or theft)

### What is covered

- Loss of or damage to **your car** (and its accessories while in or on **your car** or in your private garage).
- Your **insurer** will pay up to £300 for loss of or damage to in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to **your car**. If the equipment is part of the car's original specification, fitted by the manufacturer/dealer from first registration, cover will be unlimited.

### What is not covered

- The **excess** shown for this section on your schedule.
- Any young and inexperienced driver **excess** as explained below.
- Loss or damage more specifically covered under sections 2 or 8.
- Loss of use of **your car** (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- **Your car** losing **market value** after or because of repairs.
- Any other loss of value.
- Loss of or damage to **your car** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- **Your car** being repossessed by its rightful owner or having to pay compensation to the owner.
- Loss or damage if **your car** is being driven by anyone who is not keeping to the terms of their driving licence.
- Any amount greater than the manufacturer's last list price for replacing any part or accessory lost or damaged.
- Repairs or replacements which improve the condition of **your car**.
- Loss of or damage to **your car** as a result of a deliberate act by anybody insured by the policy.
- **Your car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to **your car** caused by a member of your immediate family, or a person living in your home taking **your car** without your permission, unless you report the person to the Police for taking **your car** without your permission and assist the Police in a prosecution.
- 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.



- Damage to **your car** if you or any person entitled to drive as specified by your current **certificate of motor insurance** is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, when the accident happened.
- Loss, damage or accidental injury, arising whilst **your car** is being used in any rallies.
- Loss or damage to **your car** caused by an inappropriate type or grade of fuel being used.
- This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your **insurer** has agreed to arrange cover for them. If you make a claim for loss or damage to **your car**, your **insurer** will only pay the cost of replacing parts needed for **your car** to meet the manufacturer's standard specification. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.
- Loss of or damage to **your car** as a result of malicious damage/vandalism, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.

### Young and inexperienced driver excess

You will have to pay the first part of every claim for loss of or damage to **your car**. For each claim you will have to pay the following:

- The first £295 when **your car** is being driven by or is in the charge of any person who is under 21.
- The first £195 when **your car** is being driven by or is in the charge of:
  - any person aged 21 to 24; or
  - any person aged 25 or over who holds a provisional licence or who has not held a full UK or EU/EEC driving licence for at least one year.

In either case the amount shown above will apply on top of any other **excess** shown on your schedule. You do not have to pay any **excess** when **your car** is with a member of the motor trade for servicing or repairs not associated with the cover provided by this policy e.g. normal maintenance.

### How your claims are settled

For loss of or damage to **your car** your **insurer** will either:

- pay for any necessary repairs;
- replace **your car**; or
- pay the **market value** of **your car** immediately before the loss (this is not necessarily the value you declared when the insurance was taken out).

Recycled parts or non original parts and equipment may be used in repairs or taken into account in the claims settlement.

If **your car** is a total loss, your **insurer** will (if you and any other interested parties agree) replace it with a new car of the same make, model and specification as long as:

- you have owned **your car** since it was first registered as new; and
- within one year of it being registered as new, **your car** suffers damage where the cost of repair is estimated by your **insurer** to be more than 60% of the current list price (including taxes) of **your car** at the time of the damage; and
- **your car's** recorded mileage at the time of the loss is not more than 12,000 miles; and
- **your car** is not an import and was sourced and supplied as new in the United Kingdom; and
- the replacement car is available in the United Kingdom within 6 weeks from the time of the loss.

If a car of the same make, model and specification is not available, the most your **insurer** will pay is the **market value** of **your car** at the time of loss or damage.

If you are still paying for **your car** under a hire purchase or leasing agreement your **insurer**, may at their option, and where appropriate, pay a claim for the total loss of **your car** to the hire purchase or leasing company.

If **your car** is a total loss, your **insurer** may put it in free and safe storage until your claim is settled. Your **insurer** will also be entitled to take possession of **your car** once they have settled your claim.

If you are paying by instalments and your **insurer** settles a total loss claim under this section all outstanding premium may be deducted from the claims settlement.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

Your **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability, for the costs covered under this policy, on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

Your **insurer** will also pay the reasonable cost of protection and taking **your car** to the nearest suitable **insurer nominated repairer** or a place of storage after such damage and where appropriate returning it after repair to your address as shown in the schedule.

#### **Costs you may be liable for**

- If your claim is accepted by your **insurer**, and any changes to your policy since it started are identified, you may be liable for any additional premium and associated fees.
- If your claim is settled on a total loss basis and you do not replace **your car** under this policy, you will be liable for your full annual premium, for which we/your **insurer** reserve the right to deduct from your claims settlement.
- If your claim is not accepted by your **insurer**, you may be liable to repay costs already incurred by your **insurer**. These may include, but are not limited to engineers fees, vehicle recovery charges, and vehicle storage charges.

## Section 2

### Damage or loss by fire or theft

#### What is covered

- Loss of or damage to **your car** (and its accessories while in or on **your car** or in your private garage) by:
  - theft;
  - attempted theft; or
  - fire and lightning.
- Your **insurer** will pay up to £300 for loss of or damage to in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to **your car**. If the equipment is part of the car's original specification, fitted by the manufacturer/dealer from first registration, cover will be unlimited.

#### What is not covered

- The excess shown for this section on your schedule.
- Loss of use of **your car** (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- **Your car** losing **market value** after or because of repairs.
- Any other loss of value.
- Loss of or damage to **your car** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- **Your car** being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any accessory or part lost or damaged.
- Loss of or damage to **your car** while
  - (a) the ignition keys have been left in or on **your car** or;
  - (b) **your car** has been left unattended with the engine running.
- Repairs or replacements which improve the condition of **your car**.
- Loss of or damage to **your car** as a result of a deliberate act by anybody insured by the policy.
- **Your car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to **your car** caused by a member of your immediate family, or a person living in your home taking **your car** without your permission, unless you report the person to the Police for taking **your car** without your permission and assist the Police in a prosecution.
- 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.

- Loss, damage or accidental injury, arising whilst **your car** is being used in any rallies.
- This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your **insurer** has agreed to arrange cover for them. If you make a claim for loss or damage to **your car**, your **insurer** will only pay the cost of replacing parts needed for **your car** to meet the manufacturer's standard **specification**. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.
- Loss of or damage to **your car** as a result of an alleged theft or alleged arson, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.

### How your claims are settled

For loss of or damage to **your car** your **insurer** will either:

- pay for any necessary repairs;
- replace **your car**; or
- pay the **market value** of **your car** immediately before the loss (this is not necessarily the value you declared when the insurance was taken out).

Recycled parts or non original parts and equipment may be used in repairs or taken into account in the claims settlement.

Your **insurer** will not pay a cash sum for audio/visual equipment you are claiming for under this section. Your **insurer** will settle a claim for audio/visual equipment by repairing it or replacing it with a similar piece of equipment. The most your **insurer** will pay is £300 for loss of or damage to in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to **your car**. If the equipment is part of the car's original specification, fitted by the manufacturer/dealer from first registration, cover will be unlimited.

If **your car** is a total loss, your **insurer** will (if you and any other interested parties agree) replace it with a new car of the same make, model and specification as long as:

- You have owned **your car** since it was first registered as new; and
- within one year of it being registered as new, **your car** suffers damage where the cost of repair is estimated by your **insurer** to be more than 60% of the current list price (including taxes) of **your car** at the time of the damage; and
- **your car's** recorded mileage at the time of the loss is not more than 12,000 miles; and
- **your car** is not an import and was sourced and supplied as new in the United Kingdom; and
- the replacement car is available in the United Kingdom within 6 weeks from the time of the loss.

If a car of the same make, model and specification is not available, the most your **insurer** will pay is the **market value** of **your car** at the time of loss or damage.

If you are still paying for **your car** under a hire purchase or leasing agreement your **insurer** may at their option, and where appropriate, pay a claim for the total loss of **your car** to the hire purchase or leasing company.

If **your car** is a total loss, your **insurer** may put it in free and safe storage until your claim is settled. Your **insurer** will also be entitled to take possession of **your car** once they have settled your claim.

If you are paying by instalments and your **insurer** settles a total loss claim under this section all outstanding premium may be deducted from the claims settlement.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

The **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

Your **insurer** will also pay the reasonable cost of protection and taking **your car** to the nearest suitable **insurer nominated repairer** or a place of storage after such damage and where appropriate returning it after repair to your address as shown in the schedule.

If the keys to **your car** or the lock transmitter are stolen your **insurer** will pay up to a maximum of £500, after deducting any **excess** under this section, towards the cost of replacing:

- the door locks and/or boot lock;
- ignition/steering lock;
- the lock transmitter and central locking interface;

providing it can be established that the identity of the garaging address of **your car** is known to any person in receipt of such keys or transmitters.

### **Costs you may be liable for**

- If your claim is accepted by your **insurer**, and any changes to your policy since it started are identified, you may be liable for any additional premium and associated fees.
- If your claim is settled on a total loss basis and you do not replace **your car** under this policy, you will be liable for your full annual premium, for which we/your **insurer** reserve the right to deduct from your claims settlement.
- If your claim is not accepted by your **insurer**, you may be liable to repay costs already incurred by your **insurer**. These may include, but are not limited to engineers fees, vehicle recovery charges, and vehicle storage charges.

# Section 3

## Liability to third parties

### What is covered

- Your **insurer** will cover legal liability for the death of or injury to any person, and damage to property, caused by:
  - you using or being in charge of **your car**;
  - a trailer, broken-down vehicle or caravan while attached to **your car**;
  - any person driving **your car** with your permission (as long as your **certificate of motor insurance** shows that he or she is entitled to drive **your car**);
  - any person using (but not driving) **your car**, with your permission, for social, domestic and pleasure purposes; or
  - any person getting into or getting out of **your car**.
- Your **insurer** will also cover the following:
  - Any costs and expenses your employer or business partner is legally liable for as a result of you using **your car** for their business, providing your **certificate of motor insurance** shows you have the appropriate business use cover.
  - The cost of emergency treatment under the Road Traffic Act.
- And, if your **insurer** first agrees in writing:
  - Fees for any solicitor appointed by your **insurer** for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
  - Costs of legal services arranged by your **insurer** for defending a charge of manslaughter or causing death by dangerous, careless or inconsiderate driving.
  - Any other costs and expenses your **insurer** has agreed to in writing.

If anyone covered by this section dies as a result of an event covered by this section, their legal representative will have the benefit of the cover provided under this section.

### Driving other cars

Where cover is shown on the **certificate of motor insurance**, your **insurer** will indemnify you while personally driving, with the permission of the owner, any car not owned by you or hired to you under a hire purchase agreement or leased to you under a leasing agreement or provided to you as a courtesy car and not owned or hired or lent to you by your employer or partner.

Your **insurer** will not indemnify you where the insured vehicle specified in the current schedule, which forms part of the policy, has been disposed of or has become the subject of a total loss.

**Note: cover is not provided:**

- a) For loss or damage to the car you are driving.
- b) If you are covered by any other policy of insurance to drive the car.
- c) If the vehicle is being used outside the territorial limits of this policy.
- d) Unless a current and valid policy of insurance is in force for the vehicle being driven under this section of this policy.
- e) For recovery of any vehicle which has been impounded by any Police or local authority.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

The **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability, for the costs covered under this policy, on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

**What is not covered**

- Any injury, loss or damage occurring while **your car** is involved in an incident as a result of a deliberate act by anybody insured by the policy, except to the extent that we are obliged by law to provide insurance under the Road Traffic Act.
- Death of or injury to, any of your employees during the course of their work except where your **insurer** needs to provide cover as required by law.
- Loss of or damage to, property owned by or in the care of the person claiming under this section.
- Loss of or damage to **your car** or any attached trailer, broken-down vehicle or caravan.
- Loss, damage or accidental injury, arising whilst **your car** is being used in any rallies.
- Claims arising from the following:
  - **Your car** being driven with your permission, by someone who you know does not hold a licence to drive the vehicle. (This exception does not apply if the driver has held a licence and is not disqualified from holding or getting one).
  - **Your car** being driven by or in the charge of any person who is not named as entitled to drive on your **certificate of motor insurance**.
  - **Your car** being driven by any person who is insured under another motor policy.
- Any amount exceeding:
  - £20 million for loss of or damage to other people's property including any related indirect loss or damage; and
  - £5 million for legal costs and expenses arising from loss of or damage to other people's property; arising out of any claim or series of claims caused by one event.



# Section 4

## Personal accident

### What is covered

- If you or your spouse or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **your car** (or any other car you do not own), your **insurer** will pay a benefit if the accident results in death, total and permanent loss of sight in an eye or total physical loss of a limb at or above the ankle or wrist. The death or loss must occur within 90 days and be a direct result of the accident.

### What is not covered

- Benefit for death or injury to a person over 75.
- More than £5000 in any one period of insurance.
- If you or your spouse or civil partner have more than one policy with the **insurer**, your **insurer** will only pay out under one policy.
- Benefit for death or injury occurring while the driver is under the influence of alcohol or drugs.

## How your claims are settled

For claims under this section your **insurer** will pay the following:

|  |       |
|--|-------|
| For death  | £5000 |
| For total and permanent loss of sight in an eye                  | £5000 |
| For total physical loss of a limb at or above the wrist or ankle | £5000 |

If your **insurer** pays a claim for death, they will make this payment to the appropriate personal representative.

# Section 5

## Territorial limits and using your car abroad

The territorial limits of this policy are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, air or land within and between these places.

### Compulsory cover outside the territorial limits

This policy also provides the minimum cover required by the relevant law to enable you or any person named on the **certificate of motor insurance** to drive or use **your car** in any country which is a member of the European Union and to any other country which agrees to follow European Union directives on motor insurance and is approved by the commission of the European Union.

### Full policy cover outside the territorial limits

The **territorial limits** are automatically extended for 90 days for any one trip to include

- any country that is a member of the European Union; and
- Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

This cover only applies if your permanent home is in the United Kingdom; and your visit to such countries is temporary.

If you intend to use **your car** in excess of 90 days for any one trip in these territories, you must first contact our customer service department to obtain agreement and pay any additional premium requested. Only the minimum cover required by the relevant law will apply unless you informed us prior to travel.

Full cover applies while **your car** is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations detailed above.

- This policy does not cover events occurring in a country that is not included in this section unless this is agreed and you receive an International Motor Insurance Certificate.

### How your claims are settled

Your **insurer** will settle claims as set out in sections 1 and 2. If they have to pay for the car to be delivered to you after repairs, they will only pay for it to be delivered to you while you are in the country where the loss or damage occurred.

If you need to report an incident from outside of the UK, please call us on **00 44 1424 73 85 85**.

## Section 6

### Medical expenses

#### What is covered

- if you or anyone in **your car** is injured in an accident involving **your car**, your **insurer** will pay medical expenses of up to £500 for each injured person.

## Section 7

### Personal belongings

#### What is covered

- Your **insurer** will cover personal belongings which are in **your car** and are lost or damaged by accident, fire or theft. The most that will be paid is £300 for any one claim.

#### What is not covered

- Money, stamps, jewellery, tickets, documents or securities.
- Goods, samples or tools carried in connection with any trade or business.
- Wear and tear.
- Property insured under any other policy.
- Loss of or damage to laptops, mobile phones, smart phones, tablets or electronic navigational equipment.
- Theft or attempted theft of personal belongings if **your car** has been left unlocked, left with the keys in it or left with a window or roof open.
- Theft of personal belongings unless kept out of sight in the locked boot or glove compartment of **your car**.

#### How your claims are settled

Your **insurer** will pay the cost of the item less an amount for wear and tear, to you or the owner of the property.

Your **insurer** may at their option, require documentary evidence to substantiate your claim and/or may require a sight of the damaged item.

## Section 8

### Glass damage

#### What is covered

- Broken glass in the windscreens or windows of **your car** and any scratching to **your car's** bodywork as a result of the broken glass.

#### What is not covered

- The **excess** shown for this section on your schedule.
- Sunroofs or any other glass forming part of **your car** including panoramic roofs.

#### How your claims are settled

Your **insurer** will either:

- pay for the glass to be repaired; or
- pay for the glass to be replaced.

**Additional charges or limited cover may apply if you do not use your insurer's nominated windscreen repairer.**

You will be required to pay the **excess** shown on your schedule for each glass claim made. Any payment made under this section alone will not affect your no-claim discount.

## Section 9

### No-claim discount

- If no claims are reported during the current period of insurance, when you renew the policy a discount will be included in your premium. You may not transfer this discount to another person.
- Any payment your **insurer** makes under section 8 (Glass damage), or for emergency treatment under section 3 (Liability to third parties) will not affect your no-claim discount.
- If you have protected no-claim discount, there is no guarantee that your premium will not increase.

## Section 10

### Child seat cover

#### What is covered

- If you have a child's car seat or booster seat fitted in **your car** and **your car** is involved in an accident, fire, theft or attempted theft, provided you are making a claim under sections 1 or 2 of this policy, your **insurer** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item. Unless stolen, the child's car seat or booster seat should be made available for inspection.

## Section 11

### Overnight accommodation or onward transport following a claim

If you are unable to continue your journey as a result of loss of or damage to **your car** under sections 1 & 2 of this policy, the **insurer** will pay you up to £50 per person (£250 maximum for all occupants of the car) in respect of one of the following:

- travelling expenses for the occupants **your car** towards reaching your destination; or
- one nights hotel accommodation on the day of the accident or loss for the occupants of **your car** where the loss of use necessitates an unplanned overnight stop.

You must pay for the accommodation or travelling expenses yourself and submit receipts for the **insurer** to reimburse you. There will be no cover for newspapers, drinks, telephone calls and meals. This cover will not apply outside the territorial limits of the policy.

# General exceptions

## This policy does not cover the following:

1. Any injury, loss or damage occurring while **your car** is being:
  - driven by or is in the charge of any person not shown on your **certificate of motor insurance**; or
  - used for any purpose not shown on your **certificate of motor insurance**; or
  - used on any race track or circuit other than accidents to which the Road Traffic Act applies.
  - involved in an incident as a result of a deliberate act by anybody insured by the policy, except to the extent that we are obliged by law to provide insurance under the Road Traffic Act
  - used on a prepared course or for any competition, rally, trial, track day, performance test, race or speed trial. This exclusion applies whether (or not) the event is on private land or the public road and regardless of whether it is authorised by the Police or an other relevant authority. Cover is also not provided for **your car** being used on any derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring at Nordschliefe).

However, **your car** is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this policy e.g. normal maintenance.

2. Any injury, loss or damage occurring while **your car** is being: driven or in the charge of anyone who does not have a valid driving licence, is disqualified from driving, has not held a driving licence, is prevented by law from holding one and who does not meet the terms and conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law.
3. Liability you have under any agreement, unless you would have had the liability if the agreement did not exist.
4. Loss, damage, injury or legal liability directly or indirectly caused by, resulting from or in connection with invasion, war, revolution or any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where such liability is required to be covered by the Road Traffic Act. The definition of terrorism shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or a UK Court of Law to be an act of terrorism.
5. Any injury, loss or damage (except under section 3—liability to third parties) caused by or arising from:
  - earthquake; or
  - riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.

6. Loss, damage, injury or legal liability caused directly or indirectly by:
  - pressure waves caused by aircraft and other flying objects; or
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
7. Any accident, injury, loss, damage or liability arising while **your car** is in a place used for the take off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas and ground equipment parking areas.
8. Any decision or action of a court outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless the decision is made or action is taken in a foreign court because **your car** was used in that country and that country is in the European Union or is mentioned by name in Section 5.
9. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected.
  - The whole event must happen at a specific time and place during the period of insurance.
  - We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.
  - This policy does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from **your car** caused by failure to properly maintain it.
  - This exception does not apply where your **insurer** needs to provide the minimum level of cover required by law.
10. Any loss or damage resulting from the impoundment or confiscation of **your car** by Customs and Excise, Police or any other Government Authority.
11. Any accident, injury, loss, damage or liability while **your car** is:
  - Towing a trailer which is unsafe or has an insecure load.
  - Being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.
12. Any accident, injury, loss, damage or liability while **your car** is outside the territorial limits unless allowed under section 5.
13. Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your car** or being towed by a vehicle being driven by you.
14. Legal liability when a trailer or broken-down vehicle is being towed for profit.

# General conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them, your **insurer** may at their option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making Claims

- In the event of any claim under this policy, you or any insured driver or your legal representative must phone our claims helpline with information as soon as is reasonably possible. If your claim is for glass damage only, phone your **insurer's** glassline. The telephone numbers are shown on your **certificate of motor insurance** and your schedule.
- You or any insured driver must immediately send to your **insurer** any writ, summons, letter, claim or other document, unanswered.
- You or any insured driver must immediately tell your **insurer** about any impending prosecution, inquest or fatal accident inquiry.
- You or any insured driver must not admit liability for or negotiate the settlement of any claim unless you have your **insurer's** written permission.
- You or any insured driver must give your **insurer** all the information and help requested including any documentary evidence to substantiate your claim. All information provided must be true and correct to the best of your knowledge.

### Your insurer can, for their own benefit:

- take over and conduct the defence or settlement of any claim; and
- take legal action over any claim.

These actions may be taken in your name or the name of any insured person.

Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

## 2. Care of your car

You or any insured driver must take all reasonable steps to:

- protect **your car** from loss or damage; and
- maintain **your car** in an efficient and roadworthy condition, we may examine **your car** at any time.
- ensure you have a valid Department for Transport Test Certificate (MOT) for **your car** if one is needed by law.



### 3. Right of recovery

If your **insurer** is required under law to pay a claim which they would not otherwise pay, they can recover the amount of the claim from you or the person responsible.

### 4. Other insurance

If any liability, loss or damage is covered by any other insurance, your **insurer** will only pay their share of the claim. This condition does not apply to section 4—personal accident—which your **insurer** will pay in full.

### 5. Keeping to this policy

Your **insurer** will only provide the cover described in this policy if:

- anyone claiming cover has kept to all its terms, conditions and **endorsements**; and
- the information you gave on your statement of insurance and declarations is correct and complete as far as you know.

### 6. Non-payment of premiums

If you are paying in instalments by Direct Debit, you must make sure your instalments are kept up to date. If an instalment is not received on or before the date it is due, we, on behalf of your **insurer**, will give you 7 days' notice of cancellation in writing. This notice will be sent to your last known address by first class post. The policy will end after the 7 days notice runs out. If a claim has arisen during the current period, the full annual premium will be required. If a total loss claim is settled under sections 1 or 2, all outstanding premium may be deducted from the claims settlement. If you cancel your policy, the instalments you have paid may not be sufficient to pay for the cover that has been provided and you will need to pay the balance that remains following cancellation.

### 7. Car sharing

The receipt of financial contributions as part of a car-sharing arrangement for social or similar purposes in respect of the carriage of passengers will not be regarded as the carriage of passengers for hire or reward (or the use of the car for hiring) provided that:

- a) The car is not constructed or adapted to carry more than seven passengers (excluding the driver).
- b) The passengers are not being carried in the course of a business of carrying passengers.
- c) The total contributions received for the journey do not involve an element of profit.

## 8. Fraud

You must not act in a fraudulent manner. If you or anyone acting for you:

- mislead us in any way, including who is the main user of the car, in order to get insurance from us, to obtain more favourable terms or reduce your premium; or
- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- submit a document in support of a policy or claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance.

Then:

- Your **insurer** shall not pay the claim.
- Your **insurer** shall not pay any other claim which has been or will be made under the policy.
- Your **insurer** may cancel or at their option declare the policy void.
- Your **insurer** shall be entitled to recover from you the amount of any claim already paid under the policy.
- Your **insurer** shall not make any return of premium.
- Your **insurer** may inform the Police of the circumstances.

## 9. Victim of Crime

The circumstances of any claim which arises as a result of you being a victim of crime must be reported to Police as soon as practicable. You must fully cooperate with all resulting Police enquiries and any resulting prosecution of offenders.

## 10. New Business Validation

Your **insurer** has given a discount on your policy dependent on the number of years no-claim discount you state you have. Proof of this no-claim discount must be provided, when you are asked to do so, in writing from your last **insurer** immediately prior to this policy or your policy may be subject to revised premium or terms, or may become invalid.

Your no-claim discount must have been earned in the United Kingdom within the previous two years on a private car policy. It is also a condition of your policy that you supply us with any information, such as copies of driving licences, a V5 vehicle registration document or recent utility bill that your **insurer** may ask to see to support the information you have supplied on your policy application.

This list is neither inclusive nor exhaustive of the information that your **insurer** may request from you to support the details you supplied to obtain this policy.

# Cancellation

This section contains important notes about yours, ours and your **insurer's** rights of cancellation. You must read these notes carefully. To cancel this product you should contact Hastings Direct customer service on **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines).

## Your right to change your mind

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents, if later), without giving a reason. Unless you have made a claim under the policy, you will receive a refund of premium for the cover you have not used, subject to our cancellation fee of £25, our arrangement fee of £20, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**. In these circumstances, the effective date of cancellation will be the date that you serve notice of your wish to cancel.

## Cancellation Rights

We and your **insurer** both have the right to cancel your policy at any time by giving you 7 days notice in writing. We or your **insurer** will send a cancellation letter to the latest address we have for you and will set out the reason for cancellation in the letter. Neither we nor your **insurer** will ever cancel your policy without a valid reason for doing so. Valid reasons may include but are not limited to the following:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place.
- You refuse to allow us or your **insurer** reasonable access to **your car** in order to provide the services you have requested under this policy e.g. when you have a claim.
- Where you are required in accordance with the terms of this policy booklet to co-operate with us or your **insurer**, or send us or your **insurer** information or documentation and you fail to do so in a way that materially affects your **insurer's** ability to process your policy, a claim, or ability to defend their interests.
- If, by law or other reason, we are prevented from providing cover under this policy.
- Where there is a material failure by you to take care of **your car** as required by the paragraph headed 'Care of your car' in the General Conditions section of this policy booklet.

We may also cancel this policy without giving you notice and without refunding your premium if you:

- Do not keep to the terms and conditions of this policy in any significant way.
- Make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
- Fail to cooperate with our or your **insurer's** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your **insurer's** staff or suppliers.

In these circumstances if you make a valid claim before the policy is cancelled, your **insurer** will pay it before your policy is cancelled.

You may also cancel the policy at any time after the initial 14 day period detailed above by returning the **certificate of motor insurance** to us. The refund of premium, as detailed below, will be calculated with effect from the date that the **certificate of motor insurance** is received at the offices of Hastings Direct or the date we receive the appropriate electronic surrender of your **certificate of motor insurance**.

#### **Following cancellation, your refund of premium will be calculated as follows:**

- If you serve notice of cancellation prior to commencement of cover, you will be entitled to a full refund of the premium you have paid, less our arrangement fee of £20, our call centre arrangement fee of £12.50 (if applicable).
- If you or we cancel the policy within the 14 days cooling off period, unless you have made a claim under the policy, you will receive a refund of premium for the cover you have not used, subject to our cancellation fee of £25, our arrangement fee of £20, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.
- If you or we cancel the policy at any other time, we will refund the part of the premium you have not used subject to our cancellation fee of £45, our arrangement fee of £20, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.

#### **Claims**

No refund of premium will be provided if you have made a claim, or if one has been made against you, during the period of insurance and if you are paying by instalments, you will have to pay the balance of the annual premium and our cancellation fee of £45 will still be payable.

#### **Instalments**

If you cancel your policy, the instalments you have paid may not be sufficient to pay for the cover that has been provided and you will need to pay the balance that remains following cancellation.

In addition to the above, if Hastings Direct or your **insurer** gives a discount on fees and/or premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

If this motor insurance is cancelled by you or us, the cover under any optional additional products purchased with this policy will also be cancelled. Please see your optional additional product booklet for details of refunds on these products.

**If you do not pay for your insurance, you must show these details to the person who paid on your behalf.**

# Endorsements

An endorsement only applies if its number is shown on your current schedule.

## 02 Excluding drivers under 25 years of age

The cover described in the policy will not apply while **your car** is being driven by or is in the charge of any person under 25.

## 05 Protected no-claim discount (2 claims in 3 years)

Section 9 of your policy is replaced with the following:

You will keep your no-claim discount if you make no more than 2 fault claims in any 3 year period. If you make more than 2 fault claims, then at the next renewal date your no-claim discount will be reduced to:

- 2 years no-claim discount (if you have made 3 claims); or
- 0 years no-claim discount (if you have made more than 3 claims).

Depending on the circumstances of your claim, we may increase your premium.

## 07 Excluding drivers under 25 years of age unless specified

The cover described in the policy will not apply while **your car** is being driven by or is in the charge of any person under 25 years of age unless that person's name is shown on your schedule against this **endorsement** number.

## 09 Owner's interest noted

The person named against this **endorsement** number on your schedule has an interest in your policy as owner of the car.

## 10 Excluding a specific driver

The cover described in the policy will not apply while **your car** is being driven by or is in the charge of the person named against this **endorsement** number on your schedule.

## 13 Trailer cover (accidental damage, fire and theft)

Any trailer attached to **your car** will have cover under sections 1 and 2 as long as:

- you have given us full details of the trailer; and
- you own the trailer or it is hired to you under a hire purchase agreement.

Loss or damage to any property being carried in the trailer is not covered by this policy.

## 16 Revised limit for audio/visual equipment

The most we will pay under sections 1 and 2 of this policy for a fitted radio, cassette player, car phone or any other audio/visual equipment is the amount shown against this **endorsement** number on your schedule.

### 19 Immobiliser warranty

For a claim of theft or attempted theft of **your car**, section 2 of this policy will only apply if:

- the car is fitted with an electronic immobiliser;
- the immobiliser was on and working efficiently at the time of the theft or attempted theft; and
- you send us all the keys and remote control units used to turn the immobiliser off.

### 24 Garaging warranty

We have accepted your insurance on condition that **your car** is kept overnight in a locked and secured garage. Failure to comply with this condition may mean we will refuse to deal with any claim arising from **your car** being maliciously damaged, lost or stolen.

### 26 Tracking device warranty

We have accepted your insurance on condition that **your car** is fitted with a tracking device and that the device will be fully operational at all times when **your car** is parked and left unattended. Failure to comply with this condition may mean we will refuse to deal with any claim from **your car** being lost or stolen.

### 27 Guaranteed no-claim discount

Section 9 of your policy is replaced with the following:

You will be allowed a no-claim discount according to the guaranteed discount rate in force even if you make claims. This is not a guarantee that your premium will not increase.

### 32 Theft endorsement

It is a condition of this insurance that any manufacturer's standard security device fitted to **your car** is operational and is used whenever you leave **your car**. If the device is not operational or is not used, any claim for theft or attempted theft will not be covered by this policy.

### 33 Limited mileage

Your premium reflects the total annual mileage you have declared as shown on your statement of insurance for this insurance. If you exceed this, within a 12 month period, you will be responsible for the first £500 of any claim(s) under sections 1 and 2 of this policy. This is in addition to any other **excess(es)** applicable.

### 34 Vehicle security endorsement

It is a condition of this insurance that an approved security device is fitted to **your car** and that it is operative when **your car** is left unattended. In the absence of such, any claim for theft or attempted theft will not be covered by this policy.

### 38 Uninsured driver promise

In the event that you are involved in an accident that is not deemed to be your fault and the driver of the vehicle that hits you is not insured, we will not prejudice your no-claim discount in any way and you will not have to pay any **excess**. This is subject to the following conditions being met:

- you providing us with the vehicle make, model and registration of the third party car that caused the damage to **your car** and
- where possible, the other drivers name and address.

### 39 Vandalism promise

If you make a claim for **your car** as a result of vandalism which is a malicious and deliberate act, you will not lose your no-claim discount. This is subject to the following conditions being met:

1. The **excess** is paid.
2. You report the incident to the Police and provide us with your crime reference number.

Malicious damage is specifically excluded to **your car** as a result of a deliberate act by anybody insured by the policy. Your no-claim discount will be affected until such time as you provide us with your crime reference number.

# Travelling abroad

## Important guidelines when travelling abroad

Please see section 5 for details of where this policy covers you and full details of foreign use. You do not need a green card to travel in the EU and the countries specified in section 5 but you must first contact our customer service department to obtain agreement if you intend to use **your car** in excess of 90 days for any one trip or you intend to visit countries not specified. Unless this requirement is met only the minimum cover required by the relevant law will apply.

Take the following insurance documents when you travel abroad:

- Your **certificate of motor insurance** and this policy booklet.

## If you have an accident abroad, follow the procedure below

1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to.
2. Give your name and address, and our name and address to the other party and produce your **certificate of motor insurance**.
3. Get the name and address of the other driver, details of their motor **insurer** (including policy number) and information about the registration and ownership of the other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) the identity of the **insurer** of the vehicle is displayed on the windscreen disc.
4. Call the claims helpline number shown on your **certificate of motor insurance** as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document without the advice of a lawyer or competent official.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Ensure you obtain the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive.
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of your own and the other vehicle.
  - Signals given by you and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to your own and other vehicles.





3. Accident circumstances including details of damage to vehicles and injuries to any people involved:

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4. Sketch the scene and the position of the vehicles (include road markings where possible):

# **Your Motor Legal Expenses and Breakdown cover policy wording**

# Motor Legal Expenses

## Insurance Policy Summary

keyfacts®

Some important facts about your Motor Legal Expenses Insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by Inter Partner Assistance S.A. managed on their behalf by Arc Legal Assistance Ltd and arranged and administered by Carpenters Solicitors.

Your legal expenses cover is valid for the same duration as the motor insurance cover with which it is offered as declared to Arc Legal.

Your legal expenses cover applies to the person responsible for insuring the motor vehicle. For recovery of losses not covered by your motor insurance and personal injury, the cover extends to any authorised driver and passengers.

Your legal expenses policy covers legal costs to recover losses not covered by your motor insurance and pursue compensation for personal injury if you are involved in a Road Traffic Accident that is not your fault. Damages claims will be against those whose negligence caused the Road Traffic Accident. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

Insurer: Inter Partner Assistance SA

Period of Cover: Annual policy. Refer to your motor insurance certificate for the effective dates.

| Significant features and benefits  | Significant exclusions or limitations  | Policy section   |
|--|--|--|
| <p>Legal costs of up to £100,000 per claim are covered</p>   | <p>This insurance covers the legal costs incurred by our panel solicitors or their agents.</p> <p>You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</p> <p>For a claim to be covered there must be a better than 50% chance of winning the case and adviser's costs must be proportionate to the benefit of the claim.</p> | <p>All</p>   |
| <p><b>Legal costs to pursue:</b><br/>           Damages claims arising from a road traffic accident against those whose negligence has caused your injury or death or caused you to suffer loss of your insurance policy excess or other out of pocket expenses including applications for payment under agreements funded by the Motor Insurers Bureau (MIB).</p> | <p>There is no cover for claims directly or indirectly arising from stress, psychological or emotional injury.</p>   | <p><b>Recovery of losses not covered by your motor insurance and personal injury</b></p> |
| <p><b>Legal costs to defence:</b><br/>           Motoring prosecutions in respect of an offence arising from your use of the vehicle.</p>  | <p>There is no cover for claims arising from parking offences or from an allegation that you were in control of the vehicle whilst under the influence of alcohol or a non prescribed drugs.</p>   | <p><b>Motor prosecution defence</b></p>  |
| <p><b>Legal helpline 24/7</b><br/>           24 hour advisory service for telephone advice on any private legal matter</p>   |  |  |

# Cancellation

You may cancel this insurance at any time by providing seven days notice to your broker.

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance broker receiving your instructions to this effect, they will issue a full return of premium provided you have not made any claims. The policy will be regarded as not having been taken up by you and will be cancelled from inception.

## To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance, you should telephone:

**0844 800 4585** for accident related claims, or

**0844 770 1051** for claims under the motor prosecution defence section of cover.

Specialist lawyers will be instructed to help you. If you need a lawyer to act for you under the Motor Prosecution Defence section of cover, you will be asked 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. If your problem is not covered under this insurance, they may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify Arc Legal, as soon as you become aware, 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.

## **Caring for our customers**

**See page 5 for details**

For complaints about the administration of your policy please contact the administrator by email, phone or by writing to:

Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead, CH41 1FB.  
Tel: 0844 249 3742. Email: lei@carpenters-law.co.uk

For any other complaints about your policy please contact the Insurer either by email, phone or by writing to:

Arc Legal Assistance Ltd, PO BOX 8921, Colchester, CO4 5YD  
Tel: 0844 770 9000. Email: claims@arclegal.co.uk

If we are unable to resolve your complaint you may refer the dispute to the Financial Ombudsman Service.

**See page 5 for details**

## **Compensation Scheme**

Inter Partner Assistance, who underwrite this insurance are covered by the Financial Services Compensation Scheme.

**See page 6 for details**

# Motor Legal Expenses – Document of Insurance

Motor Legal Expenses provides:-

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

## Helpline services

### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you.

Simply telephone 0844 770 1051..

## Policy wording terms of cover

If you have selected this cover as an additional product for your policy, the following shall apply. Your Statement of Price and your Statement of Demands and Needs will show if this product has been selected.

This insurance has been arranged and is administered by Carpenters Solicitors. It is underwritten by Inter Partner Assistance S.A., and managed on their behalf by Arc Legal Assistance Limited.

Your legal expenses policy covers **advisers' costs** to recover losses not covered by your motor insurance and pursue compensation for personal injury if you are involved in a **road traffic accident** that is not your fault. Claims for damages will be against those whose negligence caused the **road traffic accident**. Cover is also provided for advisers' costs to defend prosecutions arising from a motoring offence.

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and you want to use a legal representative of your own choice, you will be responsible for any **advisers' costs** in excess of our standard **advisers' costs**.



The insurance covers **advisers costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

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

### **Prospects of success**

At any time we 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, we may decline support or any further support.

## **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:

**0844 800 4585** for accident related claims, or

**0844 770 1051** for claims under the Motor Prosecution Defence section of cover.

Specialist lawyers will be instructed to help you. If you need a lawyer to act for you under the Motor Prosecution Defence Section of cover, you will be asked 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. If your problem is not covered under this insurance, they may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify us, as soon as you become aware, 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.

# Meaning of words

The following defined words will carry the same meaning wherever they are shown in **bold** from this point forward. The terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

|                                  |   |
|----------------------------------|---|
| <b>Adviser</b>                   | Our specialist panel solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.  |
| <b>Administrator</b>             | Carpenters Solicitors who arrange and administer this insurance.  |
| <b>Advisers' Costs</b>           | Reasonable legal costs incurred by the <b>adviser</b> . Third party's costs shall be covered if awarded against you.  |
| <b>Conditional Fee Agreement</b> | An agreement between you and the <b>adviser</b> or between us and the <b>adviser</b> which sets out the terms under which the <b>adviser</b> will charge you or us for their own fees.  |
| <b>Conflict of Interest</b>      | There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.  |
| <b>Insured Incident</b>          | The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>insured incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time. |
| <b>Insured Period</b>            | The period of insurance declared to us by the <b>administrator</b> .  |
| <b>Legal Action</b>              | The pursuit of civil proceedings and appeals against judgement following a <b>road traffic accident</b> and the defence of criminal motoring prosecutions in relation to the <b>vehicle</b> .   |
| <b>Maximum Amount Payable</b>    | The maximum amount payable in respect of an <b>insured incident</b> is; £100,000.   |

|                                 |   |
|---------------------------------|---|
| <b>Road Traffic Accident</b>    | A <b>road traffic accident</b> in the <b>territorial limits</b> involving the <b>vehicle</b> occurring during the <b>insured period</b> for which you are not at fault and for which another known insured party is at fault. |
| <b>Standard Advisers' Costs</b> | The level of <b>advisers' costs</b> that would normally be incurred by <b>underwriters</b> in using a nominated <b>adviser</b> of our choice.   |
| <b>Territorial Limits</b>       | The European Union.   |
| <b>Underwriters</b>             | Inter Partner Assistance S.A.   |
| <b>Vehicle</b>                  | The motor <b>vehicle</b> covered by your Certificate of Insurance including a caravan or trailer whilst attached to it.   |
| <b>We/Us/Our</b>                | Arc Legal Assistance Ltd.   |
| <b>You/Your</b>                 | The person responsible for insuring the <b>vehicle</b> . This is extended to include the authorised driver and passengers for recovery of losses not covered by your motor insurance and personal injury only.                |

# Motor legal expenses cover

## Recovery of losses not covered by your motor insurance & personal injury

### What is insured

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident**

- Whilst you are in, boarding or alighting the **vehicle** against those whose negligence has caused your injury or death, and/or
- Against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses including applications for payment under agreements funded by the Motor Insurers Bureau (MIB).

If the **legal action** is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the **adviser** must enter into **conditional fee agreement** which waives their own fees if you fail to recover the damages that you are claiming in the **legal action** in full or in part.

### What is not insured

#### Claims:

- Relating to an agreement you have entered into with another person or organisation.
- Based predominately on stress, psychological or emotional injury

## Motor prosecution defence

### What is insured

**Advisers' costs** to defend a **legal action** in respect of a motoring offence, arising from your use of the **vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

### What is not insured

#### You are not covered for claims:

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
- For **advisers' costs** where you are entitled to a grant of legal aid from the Legal Aid Agency, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences.
- For motoring prosecutions where your motor insurers have agreed to provide your legal defence.

## General exclusions

There is no cover: -

- Where the **insured incident** occurred before you purchased this insurance.
- Where you fail to give proper instructions to us or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- Where **advisers' costs** have not been agreed in advance or exceed those for which we have given our prior written approval.
- For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For claims made by or against the **underwriters**, us or the **adviser**.
- Where your motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For an application for Judicial Review.
- For appeals without our prior written consent.
- For any **legal action** that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the **adviser**.
- Where at the time of the **insured incident** you were disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or Tax Disc or comply with any laws relating to its ownership or use.
- For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- For your solicitors' costs where your claim is being pursued under a **conditional fee agreement**.
- Where a reasonable estimate of your **advisers' costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims.

## Conditions

### 1. Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the **insured incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim our position has been prejudiced.  
To report a claim you must follow the instructions under "How to make a claim".
- b) We shall appoint the **adviser** to act on your behalf.
- c) We may investigate the claim and take over and conduct the **legal action** in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the **legal action**.
- d) You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any **advisers' costs** in excess of our standard **advisers' costs**. The **adviser** must represent you in accordance with our standard conditions of appointment which are available on request.
- e) The **adviser** must: -
  - i. Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
  - ii. Keep us fully informed of all developments and provide such information as we may require.
  - iii. Keep us regularly informed/updated of **advisers' costs** incurred.
  - iv. Tell us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless we agree in our absolute discretion to allow the case to proceed.
  - v. Submit bills for assessment or certification by the appropriate body if requested by us.
  - vi. Attempt recovery of costs from third parties.
  - vii. Agree with us not to submit a bill for **advisers' costs** to **underwriters** until conclusion of the **legal action**.
- f) In the event of a dispute arising as to costs we may require you to change **adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- h) You shall supply all information requested by the **adviser** and us.
- i) You are responsible for any **advisers' costs** if you withdraw from the **legal action** without our prior consent. Any costs already paid by us must be reimbursed by you.
- j) You must instruct the **adviser** to provide us with all information that we ask for and report to us as we direct at their own cost.

2. Disputes

Any disputes between you and us in relation to our 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 we 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, we 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, we will only pay our 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.

## Cancellation rights

This section contains important notes about your and our rights of cancellation. You must read these notes carefully. To cancel this product you should contact your insurance broker.

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. You may also cancel this policy at any time after the initial 14 day period detailed above by providing seven days notice to your insurance broker.

We have the right to cancel your policy at any time by giving you seven days notice in writing. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. We will never cancel your policy without a valid reason for doing so. Valid reasons may include but are not limited to:

- You fail to pay the premiums.
- If you are paying by direct debit you fail to pay your insurance broker.
- You do not keep to the terms and conditions of this policy in any significant way.
- You make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
- You fail to cooperate with our representatives/advisers.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers in connection with this insurance.
- You refuse to allow reasonable access to your **vehicle**/property and any information which we require in order to provide the services you have requested under this policy.

### **If your policy is cancelled, your refund of premium will be calculated as follows:**

- If you or we cancel the policy within the 14-day withdrawal period a full refund of premium paid for this product will be given.
- If you or we cancel the policy at any other time a pro-rata refund of the premium paid for this product will be given.

### **No refund of premium will be provided if:**

- If you have made a claim during the **insured period**

### **Instalments**

- If you are paying by instalments and a claim has been made, you will have to pay the balance of the full annual premium.

If your insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled.



## Data Protection Act

Your details and details of your insurance cover and claims will be held by us and/or the **underwriters** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

## Caring for our customers

[See page 5 for details](#)

For complaints about the administration of your policy please contact the **administrator** by email, phone or by writing to:

lei@carpenters-law.co.uk Tel: 0844 249 3742

Carpenters Solicitors Leonard House, Scotts Quays, Birkenhead CH41 1FB

For any other complaints about your policy please contact Arc either by email, phone or by writing to:

claims@arclegal.co.uk Tel: 0844 770 9000

Arc Legal Assistance Ltd, PO BOX 8921, Colchester CO4 5YD

At this point, if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service.

[See page 5 for details](#)

## Financial Services Compensation Scheme

We and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or Inter Partner Assistance are unable to meet our obligations.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0207 741 4100.

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's 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 S.A. ('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

# Breakdown Policy Summary

## Some important facts about your breakdown insurance are summarised below.

This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

When reviewing your policy it should be read in conjunction with your Statement of Demands and Needs.

**Insurer:** Inter Partner Assistance SA. The period of cover is stated in your policy schedule.

A vehicle policy covers breakdown help for the specific vehicle shown on your Statement of Price/Statement of Demands and Needs/Certificate of Motor Insurance.

| Policy cover  | Sections applicable to your cover |   |   |   |   |
|---|-----------------------------------|---|---|---|---|
|   | A                                 | B | C | D | E |
| Roadside (included in Hastings Direct Premier Car Insurance policies) | ✓                                 |   |   | ✓ |   |
| Roadside & Recovery   | ✓                                 | ✓ |   | ✓ |   |
| Roadside, Recovery & Home Service                                     | ✓                                 | ✓ | ✓ | ✓ |   |
| Roadside, Recovery, Home Service and European Cover*                  | ✓                                 | ✓ | ✓ | ✓ | ✓ |

\*Limitations apply to misfuelling under European cover

## Important information:

Your policy excludes any breakdown that happens during the first 24 hours after you take out cover for the first time, except for benefits shown under section A, which are available immediately.

During any 12-month period we will not be responsible for more than two claims which arise from a common fault on the same vehicle and a maximum of no more than five claims in total for a vehicle policy.

Significant features and benefits and significant and unusual exclusions or limitations for this policy are shown below.

These sections will only apply if it is shown on your current Statement of Price and your Statement of Demands and Needs, and if the premium has been paid.

### **Roadside – see Section A in your Document of Insurance**

The cover in this section is included in Hastings Direct Premier Car Insurance policies.

If your vehicle cannot be driven because of a breakdown, we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed, we will arrange for the vehicle to be taken to a local garage to be repaired at your cost.

#### **What is covered:**

Transport to a local garage is for the vehicle, driver/rider and up to six passengers.

#### **What is not covered:**

We will not cover a breakdown at or within one mile away from your home.

### **Roadside & recovery in the UK – see Section B in your Document of Insurance**

As well as the benefits above, if your vehicle cannot be repaired at the roadside or at a local garage the same day we will arrange one of the following:

- For the vehicle, driver/rider and up to six passengers to be taken to your destination or home.
- Bed-and-breakfast accommodation for one night.
- To hire another vehicle.

An emergency driver is also available under this section

#### **What is covered:**

- Within the UK only.
- We will pay up to £40 per person for bed and breakfast (£280 in total).
- The hire vehicle will only be a vehicle of up to 1600cc, and for a period of 24 hours.
- If an emergency driver is required we will need you to provide medical evidence within 28 days of the event, otherwise you could be responsible for all costs incurred.

#### **What is not covered:**

We will not cover a breakdown at or within a quarter of a mile away from your home.

### **Home Service – see Section C in your Document of Insurance**

If your vehicle cannot be driven because of a breakdown at or within a quarter of a mile of your home, we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed, we will arrange for the vehicle to be taken to a local garage to be repaired at your cost.

#### **What is covered:**

Transport to a local garage is for the vehicle, driver/rider and up to six passengers.

## **Misfuelling in the UK – see Section D in your Document of Insurance**

The cover in this section is included in Hastings Direct Premier Car Insurance policies.

If you misfuel your vehicle we will arrange and pay for your vehicle to be drained and flushed of the contaminated fuel and refuel up to ten litres of the correct fuel.

### **What is covered:**

Up to a maximum of £250

### **What is not covered:**

Mechanical or component damage to your vehicle whether or not caused as a result of misfuelling

## **European Help – see Section E in your Document of Insurance**

If your vehicle cannot be driven because of a breakdown in Europe (including the UK part of your journey), we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed, we will arrange for the vehicle to be taken to a garage to be repaired at your cost. It also includes:

1. Delivering replacement parts. (please note that the cost of the parts is not covered).
2. Other travel arrangements.
3. Emergency car hire.
4. Emergency accommodation.
5. An emergency driver.
6. Vehicle recovery to the UK.

### **What is covered:**

Transport to a local garage is for the vehicle, driver/rider and up to six passengers.

We will include labour charges and parts up to £200 to make your vehicle secure following theft or attempted theft of the vehicle.

1. The cost of the parts is not covered.
2. Limited travel for you and your passengers to your intended destination
3. Car hire up to £70 per day and £750 in total.
4. B&B expenses up to £40 per person per day and £500 in total.
5. If an emergency driver is required we will need you to provide medical evidence within 28 days of the event, otherwise you could be responsible for all costs incurred.
6. If your vehicle is not repaired before your planned return to the UK, cover includes transport costs to get you, your passengers and your vehicle home.

## Cancellation Rights

If you find that this cover does not meet your needs, please contact Hastings customer service 0800 035 4801 or 0333 321 9801 (from mobile or non BT Lines) within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium provided you have not made any claims.

If you wish to cancel this policy please call our customer service line as above.

If your insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled. A pro-rata refund will be given unless the cancellation is within the 14 day period described above.

## Making a Claim

### Claims for Breakdown cover

If you need Breakdown Assistance in the UK, please call:

**0844 879 3048**

If you need European Breakdown Assistance please call:

**00 44 1737 815 876**

You should have the following information available:

- Vehicle registration number.
- Your name and home post code.
- Your motor policy number.
- Vehicle make, model and colour.
- Your location.
- An idea of the nature of the problem.

## **Caring for our customers**

**See page 5 for details**

In the unlikely event that you remain dissatisfied or if you wish to contact the insurer directly you can write to the Quality Manager at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service.

**See page 5 for details**

Making a complaint will not affect your right to take legal action.

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

We are members of the FSCS. You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

**See page 6 for details**

# Motor Breakdown Document of Insurance

## Details of your cover

The cover shown in the following sections are only included if shown on your car insurance statement of price.

| Policy cover  | Sections applicable to your cover |   |   |   |   |   |   |
|---|-----------------------------------|---|---|---|---|---|---|
|   | A                                 | B | C | D | E | F | G |
| Roadside (included in Hastings Direct Premier Car Insurance policies) | ✓                                 |   |   | ✓ |   | ✓ | ✓ |
| Roadside & Recovery   | ✓                                 | ✓ |   | ✓ |   | ✓ | ✓ |
| Roadside, Recovery & Home Service                                     | ✓                                 | ✓ | ✓ | ✓ |   | ✓ | ✓ |
| Roadside, Recovery, Home Service and European Cover*                  | ✓                                 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

\*Limitations apply to misfuelling under European cover

## Policy wording

### Status disclosure

This policy is provided on behalf of and administered by Hastings Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 311492). Its registered office is at Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW. It is registered in England and Wales no: 03116518.

This policy is underwritten by Inter Partner Assistance S.A. (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 S.A. 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. There are different levels of cover available. The cover you hold will be set out in the accompanying Statement of Price/Statement of Demands and Needs. If changes are made, these will be confirmed to you separately in writing.

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.

During any 12 month period we will not be responsible for more than two claims which arise from a common fault on the same **vehicle** and a maximum of five claims in total for a **vehicle** in any policy year.

## Cancellation Rights

If you find that this cover does not meet your needs, please contact Hastings customer service on 0800 035 4801 or 0333 321 9801 (from mobile or non BT Lines). within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium as long as you have not made any claims.

If you cancel the policy outside the 14 day period, you will receive a pro-rata refund of your premium we may cancel this policy by giving you at least 14 days written notice at your last known address if:

- You fail to pay the premiums;
- You refuse to allow us reasonable access to your property (**vehicle** and so on) to provide the services you have asked for under this policy or if you fail to co-operate with our representatives;
- You otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes too high.

We may cancel this policy without giving you notice if, by law or other reason, we are prevented from providing it. If we cancel the policy under this section, we will refund the premium paid for the remaining period of insurance, unless you have made any claims. We can refuse to renew any individual policy.

We may cancel this policy without giving you notice and without refunding your premium if you:

- Make or try to make a fraudulent claim under your policy;
- Are abusive or threatening towards our staff; or
- Repeatedly or seriously break the terms of this policy.

If you make a valid claim before the policy is cancelled, we will pay it before we cancel the policy.

# Meaning of words

The following defined words will carry the same meaning wherever they are shown in **bold** from this point forward. The terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

|                           |  |
|---------------------------|--|
| <b>Breakdown</b>          | not being able to use the vehicle because of: <ul style="list-style-type: none"><li>• a mechanical breakdown;</li><li>• a flat tyre;</li><li>• an accident;</li><li>• a flat battery; or</li><li>• vandalism;</li><li>• it having no fuel; or</li><li>• a fire;</li><li>• putting the wrong fuel into it;</li><li>• a theft or an attempted theft;</li></ul>   |
| <b>Journey</b>            | a trip between your home in the UK and a place abroad, within the <b>territorial limits</b> . The trip must not be longer than 90 days in a row, or not more than 180 days in total during the <b>period of cover</b> .  |
| <b>Luggage</b>            | suitcases or other bags that contain personal belongings for your <b>journey</b> .   |
| <b>Period of cover</b>    | the period of time which the insurance applies to and that is shown on your Statement of Demands and Needs.  |
| <b>Territorial Limits</b> | UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.<br><br>For European <b>breakdown</b> cover (section E only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe. |

|                                |   |
|--------------------------------|---|
| <b>Vehicle(s)</b>              | <p><b>vehicle</b> means the car, motorcycle or light commercial vehicle. The vehicle must be less than 11 years old since registration when travelling within Europe.</p> <ul style="list-style-type: none"> <li>• no longer than 6 metres;</li> <li>• no heavier than 3,500 kilograms;</li> <li>• not higher than 3 metres;</li> <li>• no wider than 2.25 metres</li> <li>• as shown on your Certificate of Insurance and your policy schedule.</li> </ul> <p>If the <b>vehicle</b> you are travelling in breaks down while you are towing a caravan or trailer, we will recover the <b>vehicle</b> and the caravan or trailer, as long as the caravan or trailer is not more than:</p> <ul style="list-style-type: none"> <li>• 8 metres long;</li> <li>• 3 metres high; and</li> <li>• 2.25 metres wide.</li> </ul> <p>The <b>vehicle</b> you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove a wheel secured by wheel nuts for the <b>vehicle</b>, caravan or trailer, if it is designed to carry one.</p> |
| <b>Vehicle Policy</b>          | <p>this policy covers breakdown assistance for the specific <b>vehicle</b> shown on your current Certificate of Insurance. This is the only <b>vehicle</b> that this cover applies to.</p>  |
| <b>We, Us, Our</b>             | <p>Inter Partner Assistance S.A. and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. In the Data Protection Act section of this policy 'we' also means Hastings Insurance Services Limited.</p>  |
| <b>You, Your, Driver/Rider</b> | <p>the policyholder named on the certificate of insurance or any person driving an insured <b>vehicle</b>, and any passengers in the insured <b>vehicle</b>. (We will only help up to seven people, including the <b>driver/rider</b>).</p>   |
| <b>Your Home</b>               | <p>The last address (in the UK) you gave to Hastings as being where you permanently live or where you keep your <b>vehicle</b>.</p>   |

The cover provided under each section is subject to the general conditions and general exclusions detailed in sections F and G.

## How to claim

### Claims for Breakdown cover

If you need Breakdown Assistance in the UK, please call:

**0844 879 3048**

If you need European Breakdown Assistance please call:

**00 44 1737 815 876**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to:

**00 44 07624 808266**

You should have the following information available:

- The **vehicle's** registration number.
- Your name, home postcode and contact details.
- Your policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

We will take your details and ask you to stay by the phone. Once we have made all the arrangements, we will call you to advise who will be coming out to you and how long they are expected to take. You will then be asked to return to your **vehicle**.

## Safety

Please take reasonable care at all times but stay near your **vehicle** until our recovery operator arrives. Once our operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that you have contacted us or give them our phone number to call us for you.

## Help on motorways

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number. You will only be able to make a claim for the **breakdown** services we provide by contacting the emergency helpline number for this policy.

## Section A – Roadside Assistance

The cover in this section is included in Hastings Direct Premier Car Insurance policies.

Shown on your current statement of price/statement of demands and needs and if you have paid the premium.

### What is covered

- If the **vehicle** breaks down more than 1 mile from your home, we will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive/ride at the place you have broken down, we will arrange for the **vehicle**, the **driver/rider** and up to six passengers to be recovered to one of the following locations, taking your circumstances into account within 15 miles.
  - your original destination;
  - your original departure point; or
  - a suitable local garage for it to be repaired. You must pay the cost of any repairs.
- We will pass on up to two messages to either your **home** or place of work to tell them about your situation.

### What is not covered

- A **breakdown** at or within 1 mile from your **home**.
- Travel outside the UK.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section B – Roadside and Recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on your current statement of price/statement of demands and needs and if the premium has been paid.

## Section B – Roadside and Recovery in the UK

### What is covered

If the **vehicle** cannot be made safe to drive/ride at the place you have broken down, and cannot be repaired the same day at a suitable local garage, we will choose the most appropriate solution from one of the following options, taking your circumstances into account.

- Option 1:** Roadside and recovery: we will take the **driver/rider** and up to six passengers, together with the **vehicle**, to either where you were originally travelling to or your **home** address. We will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at your cost, as long as this can be done in one **journey**.
- Option 2:** Overnight accommodation: we will pay the costs for bed and breakfast for one night only. We will pay up to £40 for each person (up to a total of £280 per event).
- Option 3:** 24-hour UK hire vehicle: we will pay (up to £100) for a hire vehicle (with an engine of up to 1600cc for up to 24 hours). You will be responsible for returning the hire vehicle and collecting your repaired **vehicle**. You must meet the conditions of the hire company to be able to hire a vehicle.

## Emergency Driver

As well as the benefits above, if during the **journey**, the **driver/rider** cannot drive/ride because of an injury or illness they have gained, and there is no one else able or qualified to drive/ride the **vehicle**, we will provide, and pay for, a **driver/rider** to finish the journey or return the **vehicle** and passengers to the place you were originally travelling from. You will need to provide medical evidence within 28 days of the event for the driver/rider, otherwise you may be responsible for all costs incurred.

### What is not covered

- A **breakdown** at or within 1 mile from your **home**.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section C – Home Service

The cover in this section applies in addition to the cover shown in Sections A and B. It will only apply if it is shown on your statement of price/statement of demands and needs and if the premium has been paid.

### What is covered

- If the **vehicle** breaks down anywhere at or within 1 mile from your **home**, we will arrange and pay for a breakdown vehicle to come to where you are for up to one hour to try to get the **vehicle** working again.
- If the vehicle cannot be made safe to drive/ride at the place you have broken down, we will arrange and pay for the **vehicle**, the **driver/rider** and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. You must pay the costs of any repairs.

### What is not covered

- Travel outside the UK
- Anything mentioned in the general exclusions. (Please see section F.)

## Section D – Misfuelling in the UK

The cover in this section is included in Hastings Direct Premier Car Insurance policies.

The cover in this section applies in addition to the cover shown in Sections A, B and C.

### What is covered

- Draining and flushing the fuel tank on site using a specialist roadside vehicle.
- Recovery of the **vehicle**, the **driver/rider** and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Up to a maximum value of £250 per claim.

### What is not covered

- You will be responsible for paying any costs in excess of £250 per claim.
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Where misfuelling occurs outside the UK.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- 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.
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of misfuelling.
- Any **vehicle** or **vehicles** other than the **vehicle** or **vehicles** listed on the policy schedule.
- Anything mentioned in the general exclusions. (Please see section F).

## Section E – European Breakdown

The cover in this section applies as well as the cover shown in Sections A, B, C, and D. It will only apply if it is shown on your Statement of Price/Statement of Demands and Needs and if the premium has been paid.

### General notes relating to Europe

If you **breakdown** on a European motorway or major road, generally we cannot help you and you will often need to get help using the SOS phones. The local services will tow you to a place of safety and you will have to pay for the service as soon as possible. You can then contact us if you need more help. We will pay up to £100 towards the costs, but we will only refund claims when we have received a valid invoice or receipt. We will pay you in line with the exchange rate on the date of the claim.

If you **breakdown** in a European country during a public holiday, many services will be closed. In these circumstances you must allow us time to help you and repair your **vehicle**. We will not be held legally responsible for any delays in you reaching your destination.

### E1 – Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as you **breakdown** during your **journey**.

### E2 – Help at the roadside and towing in Europe

- If your **vehicle** breaks down, we will arrange and pay for a breakdown vehicle to come to where the **vehicle** is for up to one hour to try to get the **vehicle** working again.
- If your **vehicle** cannot be made safe to drive/ride at the place you have broken down, we will arrange and pay for your **vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. You must pay the costs of any repairs by credit or debit card or any other payment method we agree is suitable.
- After the theft or attempted theft of the **vehicle** or its contents, we will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make your **vehicle** secure.



### What is not covered

- Any costs for making the **vehicle** secure once you have returned to the UK.
- Sending you home to the UK within 48 hours of the original **breakdown** no matter what ferry or tunnel bookings for the homebound **journey** or pre-arranged appointments you have made within the UK.
- Sending you home if the **vehicle** can be repaired but you do not have enough money to cover the repair.
- Anything mentioned in the general exclusions. (Please see section F.)

Before travelling, it is recommended that you consult the laws of the country you are planning to visit. Before you travel, you should make sure that you check the documents you need to carry by law.

As a guideline, we recommend you take the following documents in case you need them by law in the countries in which you might break down.

- Photocard driving licence and supporting documents.
- Insurance documents.
- MOT certificate.
- Logbook (V5 registration document).

If you do not own the **vehicle**, confirmation that you have the owner's permission to drive it.

The above is not a full list and is for guidance only.

## E3 – Delivering replacement parts

### What is covered

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, we will arrange and pay to have the parts delivered to you or an agreed place as quickly as reasonably possible.

### What is not covered

- The actual cost of replacement parts and any customs duty. You must pay us this using a credit card or debit card or any other payment method we agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section F.)

## E4 – Not being able to use your vehicle

### What is covered

If during your **journey**, your **vehicle** breaks down and it is not safe to drive/ride, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, we will arrange and pay for the most appropriate solution from one of the following options:

- To move you, your passengers and **luggage** to where you were originally travelling to, and then, once your **vehicle** has been repaired, take you back to your **vehicle** or bring your **vehicle** to you: or
- The cost of hiring another **vehicle** while your **vehicle** is being repaired. We will pay up to £70 a day and £750 in total, as long as you are able to meet the conditions of the hire vehicle company: or
- We will pay for bed and breakfast costs of up to £40 for each person each day (£500 in total for you and your passengers) while your **vehicle** is being repaired, as long as you have already paid for your original accommodation and you can't get your money back.

### What is not covered

- The cost of fuel or lubricants you use in the hire vehicle.
- Replacement parts.
- Any insurance you have to pay to the hire vehicle company.
- Anything mentioned in the general exclusions. (Please see section F.)

## E5 – If you become ill or injured and can't drive/ride

### What is covered

- If, during the journey, the **driver/rider** cannot drive/ride because of an injury or illness, and there is no one else able or qualified to drive/ride the **vehicle**, we will provide, and pay for, a **driver** to finish the **journey** or return the **vehicle** and passengers to the place you were originally travelling from. You will need to provide medical evidence within 28 days of the event for the **driver/rider**, otherwise you could be responsible for all costs incurred.

### What is not covered

- Anything mentioned in the general exclusions. (Please see section F.)

## E6 - If you can't use your own vehicle to get home

### What is covered

If after a **breakdown** your **vehicle** is still not repaired or safe to drive/ride when it is time for you to return to the UK, we will pay for suitable transport to get you, your passengers and your **luggage** to your **home**, and up to £150 towards other travel costs in the UK while you wait for your own **vehicle**. We will also pay storage charges (up to £100) while your **vehicle** is waiting to be repaired, collected or taken to the UK.

We will then choose the most appropriate solution from the following options:

- take your **vehicle** to your **home** or your chosen repairer in the UK
- pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for you to go to get your **vehicle** once it has been repaired.

### What is not covered

- Any costs you would have paid anyway for travelling to your **home**.
- The costs of returning your **vehicle** to the UK if we believe that the cost of doing so would be greater than the market value of your **vehicle** in the UK, after the **breakdown**.
- The costs of returning your **vehicle** to the UK if repairs can be done locally and you are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section F – General exclusions that apply to all parts of this policy

1. Any **breakdown** that happens during the first 24 hours after you take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. Any **breakdown** or recovery outside the **period of cover**.
6. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the vehicle is taken to.
7. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
8. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. You will have to pay any fees to store or release the **vehicle**.

9. Any toll or ferry fees incurred by the **driver/rider** or the recovery operator.
10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from us trying to get into the **vehicle** after you have asked for help.
12. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand).
13. Loss or damage to personal possessions you leave in your **vehicle**.
14. Moving animals. We will decide whether or not to move any animal from the **vehicle**, and if we agree to do this it will be completely at your own risk and cost.
15. Any costs for **vehicles** that have broken down or were not safe to drive/ride when cover was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver/rider** is not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel.
17. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place we will only recover to one address in respect of any one **breakdown**.
18. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
19. Any cost that you can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Any request for service where you have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
21. Recovering the **vehicle** when it is carrying more than a **driver/rider** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or you are driving on unsuitable ground.
22. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 6 metres, higher than 3 metres or wider than 2.25 metres.
23. Recovery or help if you are hiring the **vehicle** out to carry people in return for money, unless we have agreed this with you.
24. We will not be responsible for any goods the **vehicle** is carrying and it is your responsibility to organise the recovery or removal of these goods.
25. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a **journey** and this affects your safety.
26. Any claim that comes from:
  - any person driving/riding the **vehicle**, if you know they do not have a valid licence to drive/ride in the UK; or
  - any person driving/riding the **vehicle**, if they are not authorised by you to drive/ride the **vehicle** or are not keeping to the conditions of their driving licence.

27. Any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
28. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
29. Loss or damage caused by war, revolution or any similar event.
30. Delays or failure in delivering service to you due to any extraordinary event or circumstance which are outside our reasonable control, such as severe weather conditions.
31. Mobile phone, phone call and postage costs are not covered under your policy in any circumstances.
32. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.

## Section G – General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. The vehicle must be less than 11 years old since first registration when travelling within Europe (section E).
2. We can ask for proof of outbound and inbound travel dates
3. If we arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or we take the **vehicle** to your chosen place, we will not be legally responsible for any more help in the same incident.
4. We have the right to refuse a service if you or your passengers are being obstructive in allowing us to provide the most appropriate help or if you are abusive to our rescue controllers or our recovery operators.
5. We will not pay you any benefit unless you contact us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.
6. You are responsible for keeping the **vehicle** and its contents safe, unless you are not able to or you have an arrangement with us or our recovery operators. You must be with the **vehicle** at the time we say we expect to be there.
7. You must quote your policy number when you call for help and have the relevant documents needed by the repairer, recovery specialist or our chosen agent.
8. You will have to pay the cost of moving the **vehicle** or a repair vehicle coming out to you if, after asking for help which you are entitled to, the **vehicle** is moved or repaired in any other way.
9. We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on your instructions or the instructions of any person acting on your behalf. You are responsible for ensuring the quality of any repair.
10. If we pay a claim under any cover provided by this insurance, we will be entitled to ask for all reasonable help from you to take action in your name to get back our costs from an other organisation.
11. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, you will need to carry the appropriate aerosol repair kit.
12. We have the right to choose a suitable garage that is able to carry out a repair, which you must pay for, as long as the garage can carry out the repairs within the time limits we have given. You must make the payment by credit or debit card.

13. Where you agree to a temporary roadside repair, you will be responsible for any costs and/or any damage to the **vehicle** you incur if you continue to drive/ride the **vehicle** as if a permanent repair had been carried out. You acknowledge that a temporary roadside repair is intended only to re-mobilise the vehicle so it may be taken to a suitable facility to enable a permanent repair to be carried out.
14. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, you will have to pay any specialist recovery fees by credit or debit card.
15. You will have to pay for any parts or other products used to repair the **vehicle**. You must make the payment by credit or debit card.
16. We will not arrange for help if we think that it would be dangerous or illegal to repair or move the **vehicle**.
17. During any 12-month period we will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. We will not be responsible for more than five claims in total for a **vehicle policy**. If you need our help more than the number of claims allowed on your policy in a 12-month period of cover or more than twice for the same fault on the same **vehicle**, you will have to pay for the services we provide. We will ask for a credit or debit card number before we help you.
18. If you are covered for **breakdown** by any other insurance policy or warranty, you must tell us.
19. If you are not willing to accept our decision or our agents' decision on the most suitable type of help, we will not pay more than £100 for any one **breakdown**, and you will be responsible for any additional costs due in recovering and repairing your **vehicle**.
20. We cannot guarantee that hire vehicles will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of the same size as yours, but we cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a hire vehicle company to hire a vehicle.
21. This insurance contract is between you and us. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights an other organisation has apart from under that Act.
22. A pro-rata refund of premium paid, if your policy is cancelled outside of the 14 day period described above unless you have made a claim, in which case no refund will be given.
23. If your insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled. A pro-rata refund will be given unless the cancellation is within the 14 day period.

## **Caring for our customers**

[See page 5 for details](#)

In the unlikely event that you remain dissatisfied or if you wish to contact the insurer directly you can write to the Quality Manager at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service.

Making a complaint will not affect your right to take legal action.

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

We are members of the FSCS. You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

[See page 6 for details](#)

## **Data Protection Act**

We will keep details of you, your breakdown cover and claims to help us deal with your claims, prevent and detect fraud, money laundering or similar activity. We will use this information in line with the Data Protection Act 1998.

We may store, use and process your personal information so that we can manage your policy and provide you with our services, identify other products and services that might be suitable for you, renew your policy with us and keep our records about you up to date. We may also use the information to prevent and detect fraud or money laundering or similar activity.

If you pay us a fee, you can ask for a copy of the information we hold about you. To ask for this, please write to:

Data Protection Officer  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey,  
RH1 1PR.



Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

The information we hold about you is confidential. We will only ever reveal it to another person if:

- You give us permission.
- We need to contact you about other products or services.
- The law says we have to reveal it.
- We need to provide it to our recovery specialist so they can provide services to you.

We monitor and record phone calls to help maintain our quality standards and for security purposes.

## **Alternative Format**

Please contact us on 0800 035 4801 or 0333 321 9801 (from mobile or non BT Lines). If you would like a copy of these terms and conditions in alternative format such as large print or audio disc.

## Notes

# Useful information and frequently asked questions

## Frequently asked questions

We have a number of frequently asked questions on our website [www.hastingsdirect.com/FAQs.html](http://www.hastingsdirect.com/FAQs.html) that you can access at any time, and for your convenience, we have listed a few of our more common questions below.

### Can I give permission for other people to speak to you on my behalf?

For security reasons, we can only deal with you, the named policyholder. You can, however, nominate another person to contact us on your behalf if necessary. You will have to provide permission and the nominated person(s) details. For security purposes, we will keep their details on file. Named drivers do not automatically have authorisation to discuss the policy or make any amendments, unless you have given permission.

### Will my policy automatically renew?

Yes, to make things easier for you, in most cases we operate on an automatic renewal basis. Your renewal documents will clarify what type of policy you have and whether it is set to automatically renew. Please see page 13 for more details..

### How do I get in contact about my policy?

To discuss your renewal call: **0844 561 6034** For all other queries, call **0800 035 4801** or **0333 321 9801** (from mobile or non BT Lines).

### Lines are open

Monday to Friday 8am to 9pm • Saturday 9am to 5.30pm • Sunday 10am to 5pm

### Car Crime

Don't make it easy for the criminals, follow these simple precautions to protect your property.

- Never leave your vehicle documents or insurance documents in the car
- Remove any navigation or audio/entertainment equipment where possible when you leave your car
- Remove any valuables from your car or lock them away out of sight, otherwise you will have no cover for theft claims
- Keep your car keys secure in your home when not in use
- Always remove your keys from the ignition when you leave your car unattended

### Safe driving top tips

- Keep your car maintained to make sure it is in a safe condition by carrying out regular checks on things like lights, tyres, oil and windscreen wash
- Check your speedometer regularly, especially when leaving high speed roads
- Plan routes in advance and if you are doing a long journey, include a 15 minute break every two hours, and make sure you get a good night's sleep the evening before
- Check The Royal Society for the Prevention of Accidents (RoSPA) [www.rospa.com](http://www.rospa.com) for advice and information on road safety

## Did you know we also provide...

|                     |               |
|---------------------|---------------|
| Multi car Insurance | 0844 335 0951 |
| Van Insurance       | 0844 561 9983 |
| Home Insurance      | 0844 335 0989 |
| Bike Insurance      | 0844 335 0951 |

## Important Numbers

Customer Service Department 0800 035 4801 or 0333 321 9801  
from mobile or non BT Lines. (8am to 9pm Mon to Fri, 9am to 5.30pm Sat & 10am to 5pm Sun).

Accident or Theft Claims 0844 561 1417  
from outside the UK 00 44 1424 738585 (24 hours a day, 365 days a year).

Claims for Motor Legal Expenses:

for accident related claims: 0844 800 4585  
for Motor Prosecution Defence: 0844 770 1051

Claims for Breakdown cover within the UK: 0844 8793048  
within Europe: 00 44 1737 815 876

**Hastings** PREMIER



Please send all correspondence regarding this policy to:  
Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.

Maximum call charge from a BT landline is 5p per minute. Calls from other networks may vary. Calls may be recorded for our mutual protection. Not available in Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492). Registered in England and Wales No. 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.