



# Van insurance additional products

The products in this booklet only apply to your insurance if shown in  
your van insurance payment summary and cover summary

**Hastings** DIRECT

Refreshingly straightforward insurance

## Important numbers

### If you need to make a claim:

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#### Motor Legal Expenses

Road traffic accident related claims **0800 035 4260**

Motor prosecution defence claims **0344 770 1051**

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#### Breakdown

Within the UK **0800 035 4781**

Europe **00 44 1737 815 876**

For, deaf, hard of hearing or speech-impaired customers  
please text the word 'breakdown' to: **07624 808 266**

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**Personal Accident Cover** **01608 641 351**

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**Tools in Transit Insurance** **0800 035 4785**

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**Substitute Vehicle** **0800 035 4787**

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#### Did you know we also provide

Car Insurance **0800 101 8175**

Multi Car Insurance **0800 101 8176**

Bike Insurance **0800 101 8177**

Home Insurance **0800 101 8178**

Calls to numbers starting 0800 are free from all mobile phones and landlines in the UK. This insurance is not available in the 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, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

# The complete package

Please check your van insurance payment summary and your Cover Summary to confirm which additional products you have on your policy.

This booklet contains the policy wording for all additional products we offer. Please read the sections about the products you've bought carefully so you understand exactly what you're covered for.

## Additional products

<b>Motor Legal Expenses Insurance</b>	<b>2</b>
(included in Hastings Direct Premier Van insurance policies, please refer to your Premier Van Insurance Policy Booklet)	
<b>Motor Breakdown Insurance</b>	<b>14</b>
(Roadside assistance cover included in Hastings Direct Premier Van insurance policies, please refer to your Premier Van Insurance Policy Booklet)	
<b>Personal Accident Insurance</b>	<b>33</b>
<b>Tools in Transit Insurance</b>	<b>43</b>
<b>Substitute Vehicle Insurance</b>	<b>55</b>

For each additional product bought with your van insurance policy, you'll enter into two separate contracts. The first contract is with us for arranging and administering your insurance policy on your behalf, and the second contract is with the insurer(s) for providing your insurance. A premium inclusive of insurance premium tax will be charged to you for both of these services.

If you'd like to add any of the additional products detailed in this booklet, please call our customer services team on **0800 035 4801**.

### Please keep in a safe place

This additional product booklet will apply for the length of your policy with us and won't be re-issued at renewal.

# Motor Legal Expenses Insurance

This cover is included in Hastings Premier Van Insurance policies; please refer to your Premier Van Insurance Policy.

## **This policy covers you for:**

- Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident.
- Legal expenses to defend you in a prosecution for motoring offences.
- 24/7 legal advice.

Please read these terms, conditions and exclusions carefully so that you understand what you're covered for.

## **Period of cover:**

As long as your premium is paid, your legal expenses cover is valid for the same duration as your motor insurance policy. Check your Cover Summary for the effective dates.

## **Who is covered:**

This cover applies to the policyholder. It also extends to any authorised driver and passengers for recovery of losses and personal injury not covered by your motor insurance policy.

## **What is covered:**

This policy covers legal costs up to a maximum of £100,000 to recover losses not covered by your motor insurance and to pursue compensation for personal injury if you're involved in a Road Traffic Accident that's not your fault. Damages will be claimed against those whose negligence caused the Road Traffic Accident. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

## **Prospects of success:**

We provide cover when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

## **Insurer:**

This insurance cover is provided by Inter Partner Assistance S.A. It's managed on their behalf by Arc Legal Assistance Ltd. and arranged and administered by Carpenters Solicitors.

## How to claim

Call us on the freephone numbers below as soon as you know of any potential claim and before you take any action yourself.

**Road Traffic Accident related claims:**

**0800 035 4260**

Lines are open: 8am - 8pm Monday to Friday,  
10am - 8pm Saturday and 10am - 5pm on Sunday.

**Defence of prosecution claims and legal helpline:**

**0344 770 1051**

Lines are open 24 hours a day; 365 days a year.

If your situation isn't covered under this insurance, the legal Advisers may be able to help you under a private funding arrangement where you pay their fees.

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

**Administrator** Carpenters Solicitors who arrange and administer this insurance.

**Adviser** Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another legal representative nominated by you.

**Advisers' Costs** Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.

**Conditional Fee Agreement** An agreement between you and the Adviser, or between us and the Adviser, under which the Adviser will charge you, or us, for their fees.

**Conflict of Interest** There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.

**Cover Summary** The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.

**Indemnity** Compensation for loss, damage or injuries.

**Instructed Advisers' Costs** The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.

**Insured Incident** The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.

**Insured Period** The duration of your motor insurance policy, shown on your schedule.

**Legal Action** The pursuit of civil proceedings and appeals against a judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle.

<b>Pleas in Mitigation</b>	A Plea in Mitigation is an opportunity to provide information that may help you when the court is deciding on the sentence for a motoring offence.
<b>Positive Outcome</b>	A Positive Outcome following Legal Action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.
<b>Road Traffic Accident</b>	A Road Traffic Accident in the countries listed in Territorial Limits involving the Vehicle during the Insured Period which isn't your fault and for which another known insured party is at fault.
<b>Territorial Limits</b>	Any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.
<b>Underwriter</b>	Inter Partner Assistance S.A.
<b>Vehicle</b>	The Vehicle covered by your certificate of insurance, including a caravan or trailer being towed by it.
<b>The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:</b>	
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.
<b>You/Your</b>	The policyholder plus, in cases of personal injury, the authorised driver and passengers for recovery of losses not covered by your motor insurance.

# Terms of cover

If a claim is accepted under this insurance, we'll appoint our panel solicitors, or their agents, to handle your case.

You're not covered for any other legal representatives' fees unless it's necessary to start court proceedings or a Conflict of Interest arises. If either of these circumstances arise and you want to use a legal representative of your own choice, you'll be responsible for costs above the Instructed Advisers' Costs.

This insurance covers Advisers' Costs up to the maximum of £100,000 where:

- The Insured Incident takes place during the Insured Period and within the Territorial Limits
- The Legal Action takes place within the UK or EU.

This insurance doesn't 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.

## Your motor legal expenses insurance explained

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

#### What's covered

Up to £100,000 of legal costs to pursue damages arising from a Road Traffic Accident which causes:

- Death or injury to an insured person travelling in, or getting into or out of, your Vehicle
- Damage to the Vehicle or personal property not covered by your motor insurance
- Out of pocket expenses such as loss of your insurance policy excess, courtesy car hire and other costs including applications for payment under agreements funded by the Motor Insurers' Bureau (MIB).

If the Legal Action is to be decided by a court in England or Wales and the damages you're claiming are above the small claims court limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages. This means that, win or lose, you won't have to pay any fees.



## Personal injury claims

If the damages you're claiming are below the small claims limit, Advisers' Costs will be covered as long as they're not more than the amount in dispute.

### What's not covered

- Stress, psychological or emotional injury unless it arises from you suffering physical injury
- Claims relating to an agreement you've entered into with another person or organisation offering legal advice.

## Motor prosecution defence

### What's covered

- Legal costs to defend a case dealing with a motoring offence committed while using the insured Vehicle.
- Pleas in Mitigation, in certain circumstances: these may be put to a court to request leniency. These are covered where there is a 51% chance or better prospect of success.

### What's not covered

- Parking offences
- Alleged road traffic offences where you didn't hold, or were disqualified from holding, a driving licence
- Road traffic offences for which you are being prosecuted for driving while under the influence of alcohol, drugs or other substances, whether prescribed or not
- Advisers' Costs: if you're 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
- Motoring prosecutions where your motor insurers have agreed to provide your legal defence.

# General exclusions

## You're not covered

- If the Insured Incident happened before you bought this insurance.
- If 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.
- If Advisers' Costs haven't been agreed in advance or exceed those for which we've given our prior written approval.
- For Advisers' Costs incurred by avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For claims made by or against the Underwriter, us or the Adviser.
- For any claim arising from racing, rallies, track days including on de-restricted toll roads such as the Nurburgring, competitions, off-road events, trials, or when your Vehicle is driven on an airfield.
- For an application for Judicial Review, which reviews the legality of a legal decision or action
- If you start an appeal without our prior written consent.
- For any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you've deliberately misled the Adviser.
- If you were disqualified from driving, did not hold a valid driving licence or the Vehicle didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the Insured Incident.
- For disputes between the Adviser and any other party which only relate to the level of Advisers' Costs.
- For your own solicitor's costs where your claim is being pursued under a Conditional Fee Agreement.
- Where your estimated Advisers' Costs are greater than the amount in dispute, (except in relation to claims for losses not covered by your motor policy).
- If your Underwriters reject or cancel your motor insurance policy or refuse Indemnity.

# General conditions

## 1. Claims

- 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 claim'.
- We'll appoint the Adviser to act on your behalf.
- We may investigate the claim and take over and conduct the Legal Action in your name subject to your consent (which mustn't be unreasonably withheld) and we may reach a settlement of the Legal Action.
- You must supply, at your own expense, all the information which we reasonably ask for 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've elected to use a legal representative of your own choice you will be responsible for any Advisers' Costs in excess of our Instructed Advisers' Costs. The Adviser must represent you in accordance with our standard conditions of appointment which are available on request.

### **The Adviser must:**

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained without charge.
- Keep us fully informed of all developments and provide any information as we may require.
- Keep us regularly informed/updated of costs incurred.
- Tell us of any offers to settle and payments into court. If, against our advice, such offers or payments aren't accepted there will be no further cover for Advisers' Costs unless we agree, in our absolute discretion, to allow the case to proceed.
- Submit bills for assessment or certification by the appropriate body if we ask for them
- Attempt to recover costs from third parties.
- Agree not to submit a bill for Adviser's costs to the Underwriter until the conclusion of the Legal Action.
- If there is a dispute about costs, we may require you to change Adviser.
- Your Underwriter will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- You must supply all information requested by the Adviser and us.
- If you withdraw from the Legal Action without our prior consent you will be responsible for any Advisers' Costs. Any costs already paid by us must be repaid by you.
- You must instruct the Adviser to provide us with all the information that we ask for and report to us as we ask, at their own cost.

## **2. Disputes**

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

## **3. Prospects of success**

We cover costs when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

Examples of a Positive Outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- 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**

All communications will be in English.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

You've got 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. This is called the 'cooling-off period'.

You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to Hastings Direct.

## Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
- You don't keep to the terms and conditions of this policy in any significant way.
- You don't co-operate with our representatives or Advisers.
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- We're prevented from providing cover under this policy by law or other reason.
- You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

- A pro-rata refund of the premium will be given, as long as no claim has been made.
- If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the annual premium.

## **We can cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your van insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

## **Data Protection Act**

Your details and the details of your insurance cover and claims will be held by us, Hastings Direct and/or the insurers for underwriting, processing, claims handling and fraud prevention reasons. We, Hastings Direct and your insurer are subject to the Data Protection Act 1998.

## **Caring for our customers**

We want to give you a high level of customer service, if you're not happy about something please tell us. For complaints about the administration of your policy please contact the Administrator:

lei@carpenters-law.co.uk Tel: 08000 940 010

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

For any other complaints about your policy, please contact us:

customerservice@arclegal.co.uk Tel: 01206 615000

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

If you're not satisfied with our final response, you may refer the matter to the Financial Ombudsman.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Tel: 0800 023 4567

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

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

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

Your entitlement to compensation will depend on the circumstances of the claim.

Further information is available at: [www.fscs.org.uk](http://www.fscs.org.uk) or call: 0800 678 1100

## **Authorisation and regulation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our 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.

# Motor Breakdown Insurance

## Motor Breakdown levels of cover

This document sets out the terms and conditions of your cover, please read it carefully. There are different levels of cover available.

What's covered and not covered by each level of cover is explained in sections A – E. As long as you've paid the premium, the cover you have is shown on your payment summary and Cover Summary. If changes are made, details will be sent to you in writing.

Things that aren't included in any level of cover are listed in general exclusions (section F).

General conditions (section G) also apply to every level of cover and explain what you must do to be entitled to this cover.

### Details of your cover

The cover shown in the following sections are only included if shown on your van insurance payment summary and Cover Summary.

Services	Roadside (included in Hastings Premier Van Insurance)	Roadside and Recovery	Roadside, Recovery and Home Service	Roadside, Recovery, Home Service and European Cover*
Roadside assistance beyond a quarter of a mile from Home	✓	✓	✓	✓
Local recovery within 15 miles	✓	✓	✓	✓
Attempt a one hour fix	✓	✓	✓	✓
Misfuelling in the UK*	✓	✓	✓	✓
UK recovery	✗	✓	✓	✓
24 hour hire car	✗	✓	✓	✓
Overnight accommodation	✗	✓	✓	✓
UK Home Start	✗	✗	✓	✓
European cover	✗	✗	✗	✓
Repatriation to UK	✗	✗	✗	✓

\*Limitations apply to misfuelling under European cover



## Breakdown causes

You're covered for a Breakdown as a result of these events:

Fault	
Flat battery	✓
Flat tyre	✓
Mechanical Breakdown	✓
Accident	✓
Vandalism	✓
No fuel or putting the wrong fuel into the Vehicle	✓
Fire	✓
Theft or attempted theft	✓
Keys locked in your Vehicle	✓

## Important facts about your Breakdown insurance

We'll only be responsible for up to two claims caused by a common fault on the same Vehicle in any 12 month period. You can make a maximum of five claims for a Vehicle in any policy year.

## How to claim 24 hour emergency help

In the UK: **0800 035 4781**

In Europe: **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.

Please 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 emergency phone box number (where applicable).

## 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, tell them you have contacted us or ask them 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 us on the number above.

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

## **Breakdown**

Being unable to use the Vehicle because of:

- A flat battery
- A flat tyre
- A mechanical Breakdown
- An accident
- Vandalism
- It having no fuel, or putting the wrong fuel into the Vehicle
- A fire
- A theft or an attempted theft
- Keys locked in your Vehicle.

## **Cover Summary**

The document which describes the level of cover you have bought plus any other details of your policy that are specific to you.

## **Home**

The last address (in the UK) you gave to Hastings Insurance Services Limited where you live permanently or where you keep your Vehicle.

## **Journey**

A trip between your Home and a place, within the Territorial Limits. The trip mustn't be longer than 90 days in a row, or not more than 180 days in total during the Period of Cover.

## **Luggage**

Suitcases or other bags that contain personal belongings for your Journey.

## **Period of Cover**

The length of time the insurance applies for, it's shown on your Cover Summary.

## **Territorial Limits**

The countries where this cover applies.

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

For European Breakdown cover (section E only) this includes: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Former Yugoslav Republic of Macedonia, France, Georgia, Germany, Greece, Hungary,

## **Territorial Limits continued**

Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom and the Vatican City State.

## **Vehicle/s**

The car, motorcycle or light commercial Vehicle/s listed on your certificate and Cover Summary. The Vehicle must be less than 11 years old since registration when travelling within Europe and be no more than:

- 6 metres long
- 3,500 kilograms in weight
- 3 metres high; and
- 2.25 metres wide.

If the Vehicle you're travelling in breaks down while you're towing a caravan or trailer, we'll recover the Vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long
- 3 metres high; and
- 2.55 metres wide.

## **Vehicle Policy**

This covers Breakdown assistance for the specific Vehicle shown on your Cover Summary. This is the only Vehicle that this cover applies to.

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

## **We/Us/Our**

Inter Partner Assistance S.A. and AXA Assistance (UK) Ltd. both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

## **You/Your/Driver**

The primary policyholder named on the Cover Summary or any insured person driving the insured Vehicle and passengers in the insured Vehicle. (We can only help up to seven people, including the driver).

## Section A – Roadside Assistance in the UK

This is included in your Hastings Premier cover as standard.

### What's covered under section A:

- If the Vehicle breaks down more than a quarter of a mile from your Home, we'll arrange and pay for a recovery operator to come to the Vehicle (for up to one hour) to try to get it working again.
- If the Vehicle can't be made safe to drive at the place you have broken down, we'll arrange for the Vehicle, the driver and up to six passengers to be taken to one of the following locations within 15 miles. (We'll take your circumstances into account):
  - Your original destination
  - Your original departure point
  - A suitable local garage for it to be repaired.
- We'll pass on up to two messages to your Home or place of work to let them know you've broken down.

### What's not covered under section A:

- A Breakdown at your Home or within a quarter of a mile of your Home
- Travel outside the UK
- Recovery to a location more than 15 miles from where you broke down
- The cost of any repairs
- Anything listed in the general exclusions – 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. This cover only applies if it's shown on your Cover Summary and payment summary and the premium has been paid.

### What's covered under section B:

If the Vehicle can't be made safe to drive at the place you've broken down, and can't be repaired the same day at a suitable local garage, then, taking your circumstances into account, we'll choose the most appropriate solution from one of the following options:

**Option 1:** Recovery: We'll take the driver and up to six passengers, together with the Vehicle, either to where you were originally travelling to or your Home address. We'll 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'll pay the cost of 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 vehicle hire: We'll pay (up to £100) for a hire vehicle (with an engine of up to 1600cc for up to 24 hours). You'll 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 cannot drive because of an injury or illness they have suffered, and there is no one else able or qualified to drive the Vehicle, we will provide, and pay for, an emergency driver to finish the Journey or return the Vehicle and passengers to the place they were originally travelling from. You'll need to provide medical evidence for the injury/illness affecting the driver within 28 days of the event otherwise you may be responsible for all costs incurred.

### **What's not covered under section B:**

- A Breakdown at your Home or within a quarter of a mile of your Home
- Travel outside the UK
- Anything listed in the general exclusions – section F.

## **Section C – Home service**

The cover in this section applies in addition to the cover shown in Sections A and B. You're covered if it's shown on your Cover Summary and payment summary and the premium has been paid.

### **What's covered under section C:**

- If the Vehicle breaks down at your Home or within a quarter of a mile of it, we'll arrange and pay for a recovery operator to come to where you are for up to one hour to try to get the Vehicle working again.
- If the Vehicle can't be made safe to drive at the place you've broken down, we'll arrange and pay for the Vehicle, the driver 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's not covered under section C:**

- Travel outside the UK
- Anything listed in the general exclusions – section F.

## Section D – Misfuelling in the UK

This is included with all levels of cover in sections A, B and C.

### What's covered under section D:

We'll pay up to a maximum of £250 per claim for the following if the wrong type of fuel is used in your Vehicle, in the UK only. This applies whether you're still on the petrol station forecourt or the Vehicle has been driven away:

- Draining and flushing the fuel tank on site using a specialist roadside vehicle, or
- Recovery of the Vehicle, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank, and
- Replenishing the fuel tank with 10 litres of the correct fuel.

### What's not covered under section D:

- Any costs above £250 per claim – you'll have to pay anything over this amount
- Misfuelling which happens outside the UK
- Fuel, except the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel
- Any claim resulting from foreign matter entering the fuel system, except diesel or petroleum fuel
- Mechanical or component damage to your Vehicle, whether or not caused as a result of misfuelling
- The cost of hiring an alternative vehicle if mechanical or component damage happens
- Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling
- Anything listed in the general exclusions – section F.

## Section E – European Breakdown

If cover in this section is shown on your Cover Summary it's in addition to sections A, B, C, and D.

### General notes relating to Europe

If you break down on a European motorway it's usually quicker and easier to get help by using the SOS phones at the roadside.

The local services will tow you to a place of safety and you'll have to pay for their service as soon as possible. You can then contact us if you need more help.

We'll pay up to £100 towards these costs, but we'll only refund claims when we have received a valid invoice or receipt. We'll pay you in line with the exchange rate on the date of the claim.

If you break down 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 won't be held legally responsible for any delays in you reaching your destination.

### **Your cover**

If your Vehicle can't be driven because of a Breakdown in Europe (including the UK part of your Journey), we'll arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it can't be fixed, we'll arrange for the Vehicle to be taken to a garage to be repaired at your cost. This cover also includes:

- Delivering replacement parts (please note that the cost of the parts is not covered)
- Other travel arrangements to finish the Journey or return Home
- Emergency car hire
- Emergency accommodation
- An emergency driver
- Vehicle recovery to the UK.

**Your Vehicle must be less than 11 years old since its first registration when travelling within Europe, otherwise it's not covered by section E.**

## **E1 – Before travel abroad starts**

The benefits shown under section E4 also apply in the UK, as long as you break down during your Journey to Europe.



## **E2 – Roadside help and towing in Europe**

### **What's covered under section E2:**

- If your Vehicle breaks down, we'll arrange and pay for a recovery operator vehicle to come to where the Vehicle is for up to one hour to try to get the Vehicle working again.
- If your Vehicle can't be made safe to drive 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.
- After the theft or attempted theft of the Vehicle or its contents, we'll 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's not covered under section E2:**

- The cost of fuel.
- The cost of any spare parts needed to get the Vehicle working again, or any costs caused by not being able to get replacement parts.
- Sending you Home if the Vehicle can be repaired but you don't have enough money to cover the repair.
- Any costs for making the Vehicle secure once you've returned to the UK.
- Sending you Home to the UK in the first 48 hours after the original Breakdown, no matter what ferry or tunnel bookings for the homebound Journey or pre-arranged appointments you have made within the UK. This is to allow time for your Vehicle to be assessed and decisions made about the appropriate course of action.
- Anything listed in the general exclusions – section F.

## **E3 – Delivering replacement parts**

### **What's covered section E3:**

If replacement parts aren't available locally to repair the Vehicle after a Breakdown, we'll arrange and pay for the parts to be delivered to you or an agreed place as quickly as reasonably possible.

### **What's not covered under section E3:**

- The actual cost of replacement parts and any customs duty. You must pay using a credit card or debit card or any other payment method we agree is suitable.
- Any delivery costs for replacement parts if they can be bought locally.
- Anything listed in the general exclusions – section F.

## **E4 – Not being able to use your Vehicle**

### **What's covered under section E4:**

In these circumstances:

- Your Vehicle breaks down, it's not safe to drive, and it will take at least eight hours to repair, or;
- Your Vehicle is stolen and not recovered within eight hours, then we'll arrange and pay for the most appropriate solution from these options:
  - Transporting you, your passengers and Luggage to where you were originally travelling, and then, once your Vehicle has been repaired, take you back to your Vehicle or bring your Vehicle to you.
  - Hiring another vehicle while your Vehicle is being repaired. We'll pay up to £70 a day and £750 in total, as long as you're able to meet the conditions of the vehicle hire company.
  - 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've already paid for your original accommodation and you can't get your money back.

### **What's not covered under section E4:**

- Replacement parts
- The cost of fuel or lubricants you use in the hire vehicle
- Any insurance you have to pay to the vehicle hire company
- Anything listed in the general exclusions – section F.

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

### **What's covered under section E5:**

If, during the Journey, the driver can't drive because of an injury or illness, and there is no one else able or qualified to drive the Vehicle, we'll provide, and pay for, an emergency driver to either:

- Finish the Journey, or
- Return the Vehicle and passengers to the place they were originally travelling from.

You'll need to provide medical evidence about the driver's injury or illness within 28 days of the event otherwise you may be responsible for all costs incurred.

### **What's not covered under section E5:**

- Any costs you can get back under any other insurance policy or under the service provided by any motoring organisation you're a member of.
- Anything listed in the general exclusions – section F.

## **E6 - If you can't use your own Vehicle to get Home**

### **What's covered under section E6:**

After a Breakdown, if your Vehicle is still not repaired or safe to drive when it is time for you to return to the UK, we'll 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'll also pay storage charges (up to £100) while your Vehicle is waiting to be repaired, collected or taken to the UK.

We'll then choose the most appropriate solution from these options:

- Take your Vehicle to your Home or your chosen repairer in the UK; or
- 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 get your Vehicle once it has been repaired.

### **What's not covered under section E6:**

- Any costs you would have paid to travel to your Home anyway.
- 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're not willing to allow this to happen.
- Anything listed in the general exclusions – section F.

## **Section F – General exclusions – (these apply to all parts of this policy)**

1. 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.
2. The cost of paintwork and other cosmetic items.
3. Labour costs for more than one hour of roadside help.
4. Any Breakdown or recovery outside the Period of Cover.
5. The cost of completing and guaranteeing the quality of repairs at any garage the Vehicle is taken to.
6. Any costs for Vehicles which haven't been maintained and used in line with the manufacturer's recommendations.
7. 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'll have to pay any fees to store or release the Vehicle.
8. Any toll or ferry fees incurred by the driver or the recovery operator.
9. Help or recovery if the Vehicle is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from us trying to get into the Vehicle after you've asked for help.

11. Losses of any kind that come 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 haven't agreed beforehand).
12. Loss or damage to personal possessions you leave in your Vehicle.
13. Moving animals. We'll 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.
14. Any costs for Vehicles that have broken down and were not safe to drive when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if the Vehicle does not have one. We won't pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to provide a key to do this. This doesn't apply if the Vehicle is not designed to carry a spare wheel.
16. 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.
17. 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, road-racing, rallying, pace-making, speed testing or any other competitive event.
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 haven't 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 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're driving on unsuitable ground.
22. Recovery or help if you're hiring the Vehicle out to carry people in return for money, unless we've agreed this with you.
23. 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.
24. 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.
25. Any claim that comes from:
  - any person driving the Vehicle, if they don't have a valid licence to drive in the UK; or
  - any person driving the Vehicle, if they aren't authorised by you to drive the Vehicle or aren't keeping to the conditions of their driving licence.
26. Any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
27. 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.

28. Loss or damage caused by war, revolution or any similar event.
29. Delays or failure in delivering a service to you due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
30. Mobile phone, phone call and postage costs are not covered under your policy in any circumstances.
31. 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 – these apply 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.
2. The Vehicle should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.
3. The Vehicle must be less than 11 years old since first registration when travelling in Europe (section E).
4. We can ask that you provide proof of outbound and inbound travel dates.
5. 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 won't be legally responsible for any more help in the same incident.
6. 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're abusive to our rescue controllers or our recovery operators.
7. We will not pay you any benefit unless you contact us using the emergency phone numbers provided. You mustn't try to contact any agent or repairer direct.
8. You're responsible for keeping the Vehicle and its contents safe, unless you're unable to or you have an arrangement with us or our recovery operators. You must be with the Vehicle at the time we say our recovery operators expect to be there.
9. 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.
10. You'll 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.
11. We're 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.
12. If we pay a claim under any cover provided by this insurance, we can ask for all reasonable help from you to take action in your name to get back our costs from another organisation.
13. 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 but you will need to carry the appropriate aerosol repair kit.

14. We have the right to choose a suitable garage to carry out a repair, which you must pay for. You must make the payment by credit or debit card.
15. Where you agree to a temporary roadside repair, you'll be responsible for any costs and/or any damage to the Vehicle you incur if you continue to drive 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.
16. 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 operator to pick it up. If this is not the case, you'll have to pay any specialist recovery fees by credit or debit card.
17. You'll have to pay for any parts or other products used to repair the Vehicle. You must make the payment by credit or debit card.
18. We won't arrange for help if we think that it would be dangerous or illegal to repair or move the Vehicle.
19. During any 12 month period we won't be responsible for more than two claims which arise from a common fault on the same Vehicle, and we won't 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'll have to pay for the services we provide. We'll ask for a credit or debit card number before we help you.
20. If you're covered for Breakdown by any other insurance policy or warranty, you must tell us.
21. If you're not willing to accept our decision or our agents' decision on the most suitable type of help, we won't pay more than £100 for any one Breakdown, and you'll be responsible for any additional costs due in recovering and repairing your Vehicle.
22. We can't guarantee that hire vehicles will always be available and we're not responsible if they're not available. We'll do our best to arrange a vehicle of the same size as yours, but we can't guarantee there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a vehicle hire company.
23. 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 doesn't affect any other rights another organisation has apart from under that Act.
24. We won't provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

You've got 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. This is called the 'cooling-off period'.

You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to Hastings Direct.

## Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
- You don't keep to the terms and conditions of this policy in any significant way.
- You don't co-operate with our representatives or Advisers.
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- We're prevented from providing cover under this policy by law or other reason.
- You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

- A pro-rata refund of the premium will be given, as long as no claim has been made.
- If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the annual premium.

### **We can cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your van insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

### **Breakdown policy information**

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).

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

This insurance is governed by the laws of England and Wales.

### **Our promise**

We want to give you the best possible service. If you're not happy with our service please get in touch.



# Complaints procedure

**For complaints relating to a claim or the level of service received, please write to the Customer Relations team at:**

Customer Relations – Motor Breakdown, Inter Partner Assistance S.A.,

The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Or, you can phone 0330 123 3547.

Email: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk).

**For other complaints relating to your motor insurance policy please contact:**

Hastings Direct Insurance Services Limited

Conquest House

Collington Avenue

Bexhill-on-Sea

East Sussex

TN39 3LW.

Tel: 0800 035 4801.

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

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

Financial Ombudsman Service

Exchange Tower, London,

E14 9SR.

Or you can phone 0800 023 4567.

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

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

# Use of your personal data

Please read the paragraphs below, which define how Hastings Insurance Services Limited and the insurer (Inter Partner Assistance S.A.) use information about you for the purpose of providing you with insurance services and additional products and services. We appreciate the importance of the protection, confidentiality and security of your information.

## Personal information

By purchasing our products and services, you agree that Hastings Insurance Services Limited (HISL) and the insurer (Inter Partner Assistance S.A.) may:

- Disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, collect payments, for fraud prevention and otherwise as required by applicable law.
- Monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation.
- Undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, HISL and the insurer have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, please write to us at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR.

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about you is only held for so long as it is appropriate for the above.

## Other formats

Please contact us on 0800 035 4801 if you would like a copy of these terms and conditions in another format such as in large print or on audio disc.

# Personal Accident Insurance

Arranged by: Hastings Insurance Services Limited (trading as Hastings Direct), Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.

Please read this document carefully. If you've got any questions please contact Hastings Insurance Services Limited. In all communications please quote your client reference number shown on your documents.

## Eligibility criteria

1. That the Insured Person is normally resident in the United Kingdom.
2. The Insured Person is under 80 years of age.
3. The Insured Vehicle must not be used for hire or reward, racing competitions, rallies, trials, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus, private or public hire or professional driving instruction.
4. Any Insured Person driving or travelling in the Insured Vehicle must be wearing a seatbelt when they have to by law.
5. The Insured Person must not be riding a motorcycle or moped.

## The contract of insurance

This document and your Cover Summary form a legally binding contract of insurance between you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract.

The insurance provided by this document covers death or disability that happens during any Period of Insurance for which you've paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under authority granted to Canopus Managing Agents Limited. Underwriters shall only be liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

<b>Language:</b>	This insurance is written in English and all communications about it will be in English.
<b>Governing law:</b>	The cover referred to in this policy is subject to English law.
<b>Insurer:</b>	Canopus Managing Agents Limited.
<b>Period of insurance:</b>	This policy runs alongside your van insurance policy and will remain in force for the same period, subject to your premium being paid.

## Claims procedure

If you need to make a claim, please contact: Roger Rich and Co. Loss Adjusters, 2A Marston House, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR.  
Tel: **01608 641351**. Email: [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk).

## Unique market reference

As part of the procedures in the Lloyd's insurance market, all policies underwritten by Lloyds have to be identified by a unique market reference (UMR). If you need to make a claim you should quote the relevant UMR. These are the UMRs that relate to your policy.

Year policy started or renewed	Unique market reference (UMR)
2016	B6839A10720CAA
2017	B6839A10720DAA

## The cover

If an Insured Person suffers Bodily Injury whilst riding or travelling in the Insured Vehicle during the period of insurance and within the Territorial Limits and which results in any of the following we will pay:

Insured event	Benefit	Excess
1. Accidental Death (reduced to £7,500 if the Insured Person is below 16 years of age)	£20,000	£0
2. Total and irrecoverable Loss of Sight in one or both eyes	£20,000	£0
3. Loss of a Limb or Limbs	£20,000	£0
4. Loss of Hearing	£20,000	£0
5. Loss of Speech	£20,000	£0
6. Permanent Total Disablement	£20,000	£0
<b>Additional benefits in the event of a road rage Assault or 'Car Jacking'</b>		
7. Hospital daily cash benefit in the event of Assault	£100 a day	£0
8. Emergency Dental Treatment in the event of Assault	Up to £250	£25
9. Five sessions of stress counselling following a claim for Bodily Injury	-	£0
The maximum accumulation limit for any one Accident of £140,000, or Insured Person limit of £20,000 subject to the following exclusions and conditions.		

# Exclusions

## We won't pay the following:

- Any amount over the maximum accumulation limit of £140,000 or Insured Person limit of £20,000.
- We will not pay more than £20,000 to any one Insured Person, plus any of the additional benefits shown, or
- The sum insured for insured event 1 if the Bodily Injury does not lead to death within 52 weeks of an Accident.
- The sum insured for insured events 2 to 5 if the loss results in death within 52 weeks of an Accident.
- The sum insured for insured event 6 if the disability results in death within 52 weeks of an Accident.
- Claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the Insured Person(s) suffered and was known to suffer, prior to the start of the insurance.
- Hospital daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in Hospital.
- Where the Insured Person deliberately exposes themselves to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or is under the influence of alcohol or drugs.

This insurance does not cover loss, damage, death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

- An Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
- Provoked Assault or fighting (except in bona fide self-defence).
- Any matrimonial or family dispute.
- War, riot or civil disturbance, act of foreign enemy (whether war is declared or not), civil war, revolution, power seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using, or threatening to use, force or violence.

The people who carry out acts of terrorism can either be acting alone, or acting on behalf of, or in connection with, any organisation or government. If any part of this exclusion is found not valid, or we cannot enforce any part of it, the rest will still apply.

# Conditions

## 1. Claims

When a claim or possible claim occurs, you, or an Insured Person, must tell us as soon as possible. You, or the Insured Person, must get, and act on, advice from a registered medical practitioner and have any medical examination that we ask and pay for. You or any Insured Person must give us (at your, or their, own expense) any documents, information, and evidence we need. If an Insured Person dies, we will be entitled to ask for, at our expense, a post mortem examination.

## 2. Fraudulent claims

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

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in any respect of any theft loss or damage caused by your wilful act;

Then we:

- Won't pay the claim;
- May declare the policy void and retain the premium;
- May inform the police.

## 3. Aggravated physical disability

If the consequence of an injury is aggravated by a physical disability, or condition of an Insured Person, which existed before the Accident occurred, we'll ask a Doctor to assess the effects that this condition has on your Bodily Injury. The amount of any benefit payable under this insurance in respect of the consequences of the Accident, shall be the amount which is reasonably considered by the Doctor would have been payable, if such consequences had not been so aggravated.

## 4. Notification

The police must be notified as soon as possible following any event likely to give rise to a claim under this insurance.

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

You may cancel the insurance without giving reason, by providing instruction to Hastings Direct within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. We'll refund your premium in full as long as a claim has not been paid and a claim is unlikely to be made.

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

**Accident** A sudden, unexpected, violent and external specific event which happens during the time of cover, at an identifiable time and place and which causes Bodily Injury.

**Assault** A sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause Bodily Injury at an identifiable time and place following a road incident within the Territorial Limits.

**Bodily Injury** An identifiable physical injury to an Insured Person's body, caused directly and solely by an Accident or Assault and independently of illness, or disease or any other cause except illness directly resulting from that physical injury which results in an Insured Person's death or disability within 12 months of the date of the Accident.

**Canopus Managing Agents Limited** Canopus Managing Agents Limited Registered office: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Car Jacking** The unlawful theft or seizing of the Insured Vehicle by violence and force whilst an Insured Person occupies it.

**Cover Summary** The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.

**Doctor** A legally-qualified medical practitioner other than you, your partner, or a member of your immediate family.

**Emergency Dental Treatment** Emergency treatment to sound and natural teeth within 7 days of the incident.



<b>Europe</b>	Any country, which is a member of the European Union and any other country, which agrees to follow European Union directives on motor insurance and is approved by the commission of the European Union and Croatia, Iceland, Norway, Switzerland and Liechtenstein. This cover only applies if your permanent home is in the United Kingdom; and your visit to such countries is temporary.
<b>Hospital</b>	A lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self-care or rest sections unit of a Hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.
<b>Insured Person</b>	You and any other person entitled to drive the Insured Vehicle and passengers(s)
<b>Insured Vehicle</b>	Any small commercial vehicle defined in your current Motor Insurance Policy certificate and schedule.
<b>Loss of Hearing</b>	Total and permanent Loss of Hearing.
<b>Loss of Limb(s)</b>	The loss of a hand or foot by physical severance or total Loss of Use of an entire hand or foot.
<b>Loss of Sight</b>	The permanent and total Loss of Sight, which we consider as having happened: <ul style="list-style-type: none"> <li>• in both eyes, if an Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or</li> <li>• in one eye if, after correction, the degree of sight an Insured Person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).</li> </ul>
<b>Loss of Speech</b>	Total and permanent Loss of Speech.
<b>Loss of Use</b>	The total and irrecoverable Loss of Use where the loss is continuous for 12 months and such Loss of Use is deemed permanent and beyond possibility of improvement.

**Permanent Total Disablement**

Which entirely prevents an Insured Person from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, in the opinion of a Doctor, shows no sign of ever improving.

**Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and up to 90 days in Europe during the period of insurance.

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

**We/Us/Our**

Canopus Managing Agents Limited.

**You/Your**

The policyholder.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

You've got 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. This is called the 'cooling-off period'.

You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to Hastings Direct.

## Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
- You don't keep to the terms and conditions of this policy in any significant way.
- You don't co-operate with our representatives or Advisers.
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- We're prevented from providing cover under this policy by law or other reason.
- You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

- A pro-rata refund of the premium will be given, as long as no claim has been made.
- If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the annual premium.

## **We can cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium. If your van insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

## **Caring for our customers**

In the unlikely event that you remain dissatisfied or if you want to contact the insurer directly, you can write to the Head of Personal Accident and Travel at Canopius Managing Agents Limited at Gallery 9, One Lime Street, London, EC3M 7HA. When you do this, please quote your insurance document number, as it will help us to deal with your complaint promptly.

After this action, if you're not satisfied with the way that your complaint has been handled, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is Policyholder and Market Assistance, Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime Kent. ME4 4N Tel: 020 7327 5693. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

If you're still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS).

See the back of this document for details.

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we can't pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

This does not affect your right to take legal action if necessary.

# Tools in Transit Insurance

## Your insurance

This insurance has been arranged by Hastings Direct with Direct Group Limited and UK General Insurance Limited, on behalf of Ageas Insurance Limited, a company registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Direct Group Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Direct Group under registration number 307332 and UK General Insurance Limited under 310101.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling them on 0800 111 6768.

If you have paid the premium, as shown in your Cover Summary, we will agree to insure you, subject to the terms and conditions of this Policy, against loss, damage or destruction you may incur to the insured property occurring during the Period of Insurance.

Please take time to read this Policy especially the section titled 'How to claim'.

This Policy and your Cover Summary are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you do need to discuss any aspect of this Policy then please call Hastings Direct.

## Eligibility

You are eligible to take out tools in transit insurance if, on the Start Date, you agree to pay the premium and:

- You have a valid Motor Insurance Policy; and
- You are a UK resident with a permanent UK address.

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

<b>Administrator</b>	Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 9PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the insurer.
<b>Cover Summary</b>	The document which describes to you the level of cover you have purchased and any other details of your Policy that are specific to you.
<b>Employees</b>	Any person under a contract of service with you, or any self-employed individual providing you with labour only, or any person hired to or borrowed by you.
<b>Excess</b>	The first £100 which you are required to pay for each and every incident which results in a claim.
<b>Geographical Limit</b>	Unless stated otherwise the Policy only provides cover for incidents occurring in the United Kingdom including the Channel Islands, Isle of Man and the Republic of Ireland (including sea transits between these territories).
<b>Indirect Loss</b>	Any loss or cost that is not directly caused by the event that led to your claim. For example, any loss of earnings resulting from damage to the property.
<b>Insured Vehicle</b>	The motor vehicle insured under the Motor Insurance Policy including any attached trailer.
<b>Money</b>	Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, company sales vouchers, purchase invoices, prize bonds, bills of exchange, giro cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

<b>Motor Insurance Policy</b>	The Hastings Direct commercial Motor Insurance Policy that has been issued to you for the Insured Vehicle.
<b>Period of Insurance</b>	This Policy will run concurrently with your Motor Insurance Policy for a maximum of 12 months. If you arranged this Policy after the Start Date of your Motor Insurance Policy, cover will be provided from the date you bought it and will end on the expiry date of your Motor Insurance Policy, as detailed on the certificate of motor insurance. If you cancel your Motor Insurance Policy this Policy will automatically terminate.
<b>Policy</b>	The documents consisting of your Policy wording and your Cover Summary.
<b>Property</b>	Goods, equipment, and/or merchandise belonging to you or for which you are responsible, and which are incidental to your business or other activities, e.g. portable hand tools or portable power driven tools, which are used or required during the course of your insured business activities within the Geographical Limits.
<b>Start Date</b>	The date shown in your Cover Summary which is the date from which you are covered under the Policy.
<b>Sum Insured</b>	£500, £2,500 or £5,000 (the Sum Insured will have been selected by you and will be shown on your Cover Summary), being the maximum amount payable by us in respect of any one claim and in aggregate for all claims made during any Period of Insurance.
<b>Unattended</b>	Not within your, or an employee's, sight and not within your, or an employee's, reach at all times.
<b>The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:</b>	
<b>We/Us/Our</b>	UK General Insurance Ltd. on behalf of Ageas Insurance Limited.
<b>You/Your</b>	The insured person named as the policyholder in the Motor Insurance Policy.

## What is covered

During the Period of Insurance, within the Geographical Limits, we will provide cover if any part of the property is lost, stolen, destroyed or damaged whilst being loaded upon, carried by, temporarily housed upon, or being unloaded from the Insured Vehicle or as a result of mis-delivery.

We will, at our option, and up to the Sum Insured, repair, replace, or pay the cost of replacing the item of property, with a similar article of like kind, functionality, and quality. Proof of purchase will be required at point of claim.

We will not pay more than the Sum Insured for any claim, or series of claims, arising from any one event.

## Temporary vehicle substitution

If the Insured Vehicle is temporarily out of use for maintenance, repair, official vehicle testing or is permanently replaced we will provide cover in respect of the replacement vehicle subject to the same Sum Insured and terms that applied to the Insured Vehicle replaced, provided that any permanent substitution is notified to Hastings Direct.

## Conditions

### 1. Under-insurance

If, at the time of an event which may lead to a claim under this Policy, your property, which is being loaded upon, carried by, temporarily housed upon, or being unloaded from the Insured Vehicle, is valued in excess of the Sum Insured then we will only pay for the loss or damage in the same proportion. For example, if the Sum Insured only covers two thirds of the cost of replacing the property insured, we will only pay two thirds of the claim. The maximum we will pay is the Sum Insured as detailed on your Cover Summary.

### 2. Vehicle security requirements

Unattended vehicle: If the Insured Vehicle is left Unattended we will not accept any claim for theft unless:

- a) All doors, windows and other openings are closed and securely locked with any additional security measures having been activated; and
- b) Forcible and violent means have been used to access the Insured Vehicle.



### **3. Overnight requirement**

We will not accept a claim for theft of the property from an Insured Vehicle left Unattended overnight unless the Insured Vehicle has been secured in accordance with the vehicle security requirements specified in this Policy.

In addition the Insured Vehicle must be;

- Securely closed and locked in a garage; or
- Parked in an area secured by locked gates; or
- Parked in the insured off-road driveway next to a private house in a well-lit area.

## **What we will not cover**

### **We will not be liable for:**

- Any excess
- Loss of sheets, ropes, packing materials, damaged securing chains or toggles
- Loss of market, loss of profits, delay, or any indirect loss
- Money and securities
- Jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video or electrical equipment belonging to you or your employees
- Property carried by, or dispatched by, you for hire or reward
- Damage to property arising as a result of packing which was inadequate to withstand normal handling during transit
- Damage caused to property in open vehicles owned or operated by you caused by atmospheric or climatic conditions unless the property is protected by tarpaulins or similar covers
- Property forming part of, or attaching to, the Insured Vehicle
- Damage or loss where the Insured Vehicle is left Unattended/unchecked for a period exceeding 48 hours
- Claims that arise from your negligent act
- For property whilst being towed on its own wheels or been driven under its own motive power
- For property whilst being dismantled, erected, commissioned or tested.

# General exclusions

**We will not pay for:**

## Matching items

The cost of replacing any undamaged items, or parts of items, forming part of a set, suite, carpet or other articles of a similar nature, colour or design where the remaining item, or items, are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

## Existing and deliberate damage

- Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- Loss or damage caused deliberately by you or any member of your household.

## Loss of value

Depreciation, or loss in value of, property covered by this Policy such as wear and tear, maintenance and gradually operating causes including:

- Loss or damage caused by wear and tear, rusting or corrosion
- Loss or damage caused by fungus, mildew or any other gradually operating cause
- Loss or damage caused by atmospheric or climatic conditions
- Loss or damage caused by cleaning, repairing, restoring or renovating; or
- The cost of maintenance.

## Radioactive contamination

Loss or damage to property, liability, expense or injury caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

## War risks

Any loss or damage by any sort of war, invasion or revolution.

## **Sonic bangs**

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at, or above, the speed of sound.

## **Confiscation**

Loss or damage caused by nationalisation or confiscation by any authority.

## **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with, any act of terrorism.

For the purpose of this exclusion 'terrorism' means any use, or threat of use, of a biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

# **General conditions**

## **False/fraudulent claims**

If you or anyone acting on your behalf makes a claim under this Policy and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by you or your representatives, shall be immediately repaid.

## **Claims**

In the event of any incident which may give rise to a claim you must follow the claims procedure detailed in this Policy (see section entitled 'How to claim').

## **Law**

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

## Data protection

Please note that any information provided to us will be processed by us, and our agents, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

## Rights and responsibilities

We have the right, at our expense and in your name to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made.

You must give us, or the Administrator, all the information we, or they, reasonably ask for about the claim including written estimates and proof of ownership and value.

Do not dispose of any damaged items until we or the Administrator have had the opportunity to inspect them. At our cost, you must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

## Changes in your circumstances

You are required, by the provisions of the Consumer Insurance (Disclosure and Representations) Act, to take care to supply accurate and complete answers to all the questions we may ask as part of your application for cover under this Policy. You must make sure that all information supplied as part of your application for cover is true and correct and tell us of any changes to the answers you have given as soon as possible. Failure to provide answers in-line with the requirement of the act may mean that your Policy is invalid and that it does not operate in the event of a claim.

You must tell Hastings Direct straight away if you change your permanent address. If you do not tell Hastings Direct you may not be covered in the event of a claim, or your cover may be affected.

## Taking care

You, and any employees, must take all steps to prevent or minimise loss, damage or accident and maintain the property covered by this Policy in a sound condition and good repair.

## Other insurance

If a claim is covered under your Policy and this claim is also covered by any other insurance, we will only pay our share of the claim.

## Transferring your interest in the Policy

You cannot transfer your interest in the Policy to anyone else unless you have obtained our written permission.

## How to claim

We hope you won't suffer any misfortune that would result in you making a claim, but if you do, please follow this process:

Please read your Policy to check that the cause of the claim is covered.

Contact the Administrator on **0800 035 4785** as soon as reasonably possible.

The Administrator will provide you with a list of the documents or evidence that is required.

You will be required to provide proof of purchase in support of your claim. Till receipts, internet order confirmation or similar documentation, provided at the point of sale, that includes details of the item(s) purchased by you, will be acceptable as proof.

In the event of a theft, you must report the incident to the police within 24 hours of discovery.

If you submit a valid claim, and you receive a settlement from us, then we may take possession of the items claimed for and dispose of them. If we choose not to take possession of the items we will not be responsible for any disposal charges that you incur.

UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

You've got the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the Cover Summary, if later), without giving a reason. This is called the 'cooling-off period'.

You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to Hastings Direct.

## Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
- You don't keep to the terms and conditions of this policy in any significant way.
- You don't co-operate with our representatives or Advisers.
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- We're prevented from providing cover under this policy by law or other reason.
- You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

- A pro-rata refund of the premium will be given, as long as no claim has been made.
- If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the annual premium.

## **We can cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium. If your van insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

## **How to make a complaint**

See the front of this document for details.

It is the intention to give you the best possible service but if you have a complaint about the way in which your Policy was sold to you, it should be addressed to Hastings Direct by:

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com). Phone: 0800 035 4801.

Post: Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on Sea, East Sussex, TN39 3LW.

If you have any questions or concerns about the handling of a claim you should contact the Administrator at: Customer Relations Team, PO Box 1193, Doncaster, DN1 9PW or [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk). Telephone: 0800 035 4785. Please ensure your claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## **Calls**

All calls are recorded for training, compliance, claims and counter fraud purposes. See the front of this document for details.

## **Financial Services Compensation Scheme**

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). See the back of this document for details.

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we can't pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

This does not affect your right to take legal action if necessary.



# Substitute Vehicle Insurance

## Terms and conditions

This insurance is arranged by Hastings Insurance Services Limited (trading as Hastings Direct) Conquest House, Collington Avenue, Bexhill on Sea, East Sussex, TN39 3LW and administered by Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Hastings Direct and Direct Group Limited are both authorised and regulated by the Financial Conduct Authority.

The insurance is underwritten by Lloyd's Syndicate 5820 which is managed by ANV Syndicates Limited. ANV Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can visit the Financial Conduct Authority website, which includes a register of all regulated firms at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting them on 0800 111 6768.

## Certification of cover

We, the insurers, have agreed to insure the Substitute Vehicle insurance cover arranged by Hastings Direct. This document, in conjunction with your Cover Summary confirms that insurance has been effected between you and us. We agree to insure you in accordance with the terms and conditions, and to provide the benefits, detailed in this document and which are confirmed in the master policy. The master policy is the insurance contract which governs this insurance scheme and which has been agreed between us and Hastings Direct. A copy is available upon request.

## How to claim

If you need to claim for a Substitute Vehicle due to an Insured Incident then please call the helpline on **0800 035 4787**. Lines are open 24 hours a day throughout the year.

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

**Claims Administrator** Direct Group Limited

**Cover Summary** The document which describes to you the level of cover you've bought, plus any other details of your policy that are specific to you.

**Date of Commencement** The start date of cover shown on your Cover Summary.

**Hire Firm** Currently, Quindell Business Process Services (UK) Limited, Indemnity House, Sir Frank Whittle Way, Blackpool, FY4 2FB

**Hire Period** The period from the date a Substitute Vehicle is delivered to you until the date when you receive a settlement in respect of the value of the Vehicle or the date on which the Vehicle is repaired or replaced under the terms of your Motor Insurance Policy or recovered in the event of theft, subject to a maximum of 21 days in any event.

**Insured Incident** Within the Territorial Limits:

- A road traffic accident which is your fault.
- Damage by fire or attempted theft that renders the vehicle a total loss (a write off), as determined or accepted by your motor insurer, the third party insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).
- Theft of the Vehicle where the Vehicle is not recovered.

Please note you'll be required to provide your crime reference number for all theft or attempted theft claims.

**Insured Person** You and any other person driving the Vehicle with your permission and under the cover of your Motor Insurance Policy providing they satisfy the Hire Firm's standard terms and conditions of hire in force at the date of the Insured Incident.

**Motor Insurance Policy** The Hastings Direct Motor Insurance Policy that has been issued to you for the Vehicle.

**Period of Insurance** The earliest of the following:

- 12 calendar months from the Date of Commencement.
- the expiry date of your Motor Insurance.
- the date you cancel this insurance or your Motor Insurance Policy.

Please note that in the event of non-renewal of your Motor Insurance Policy, all cover under this insurance will cease.

**Substitute Vehicle** Replacement car or standard commercial vehicle having an equivalent engine capacity to the Vehicle but not exceeding 2,000cc in any event. If the Vehicle is a 7 seater vehicle, a 7 seater vehicle will be provided but not exceeding 2,000cc in any event.

**Territorial Limits** The United Kingdom

**Third Party** The other person(s) and/or party(s) responsible for the Insured Incident, excluding any Insured Person.

**Vehicle** The Vehicle specified in the Motor Insurance Policy issued with this insurance.

**Vehicle Hire Costs** The cost of hiring a Substitute Vehicle for one continuous Hire Period.

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

**We/Us/Our** Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is ANV Syndicates Limited, registered office: 1st Floor, 47 Mark Lane, London, EC3R 7QQ. We are the insurer for your Substitute Vehicle insurance.

**You/Your** Any Insured Person.

# What is Substitute Vehicle insurance?

In brief, it provides you with a temporary vehicle in the event your Vehicle is written off or stolen and not recovered.

## Claims

Claims will be managed by Direct Group Limited and it has appointed Quindell Business Process Services (UK) Limited to deal with any claims covered by the insurance on their helpline: Tel: 0800 035 4787. More details can be found in the section 'How to claim'.

## Language

All insurance documents and all communications with you about this insurance will be in English. If you have any disability that makes communication difficult, please call Hastings Direct on 0800 035 4801 and they will be pleased to help.

## Insurance documents

Please ensure you keep your Cover Summary together with this policy wording in a safe place. It contains your details as well as details of the Vehicle and the Period of Insurance. Please check that the information contained in your Cover Summary is correct and that it meets your requirements. If it does not, please contact Hastings Direct.

## Eligibility

- You can only apply for this insurance when taking out a Motor Insurance Policy with Hastings Direct.
- Your Vehicle must be either a private Vehicle or a small commercial Vehicle with a gross maximum weight of 3.5 tonnes.

## What's covered

- Where the Vehicle has been stolen or damaged beyond economical repair as a result of an Insured Incident arising during the Period of Insurance, subject to the terms and conditions herein, we'll arrange for the supply of a Substitute Vehicle for the duration of the Hire Period and we'll pay the Vehicle Hire Costs provided that the hire has been arranged by us through the Hire Firm.

- We'll select a Hire Firm for you, and arrange for them to supply a Substitute Vehicle suitable for your needs and availability.
- The Substitute Vehicle will be delivered to you free of charge as soon as is practically possible and in any event within one working day of you reporting an Insured Incident to us.
- You may ask for the Substitute Vehicle to be delivered to you at any convenient place within the Territorial Limits.
- A maximum of 2 claims can be made during the Period of Insurance.
- In the event of a valid claim, if for any reason we are unable to provide a Substitute Vehicle we'll contribute towards your transportation costs at a daily rate of £20 per day, up to a maximum of £420 per individual claim which you make in the Period of Insurance.

## What isn't covered

Your insurance does not cover any claim:

- For any person who does not meet the Hire Firm's standard terms and conditions of hire in force at the date of the Insured Incident.
- For Vehicle Hire Cost incurred before our acceptance of a claim.
- In the event of theft, unless it is reported by you to the police.
- Unless the Insured Incident is reported by you to your own motor insurer.
- Where the loss of the Vehicle arises out of any act of vandalism or any deliberate or criminal act or omission other than Vehicle theft.
- Where you're using the Vehicle for hire and reward, self-drive hire, or by a motor trader as part of their occupation.
- Where the Vehicle is used for racing, competitions, rallies, trials, speed testing, off-road or track days including de-restricted toll roads such as the Nurburgring.
- For the cost of fuel, fares, fines or fees relating to the Substitute Vehicle whilst in your possession.
- For any further hire charges due after the Hire Period.
- Any claim resulting in any way from:
  - War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## Conditions and limitations

You must comply with the following conditions to have the full protection of the insurance.

If you do not comply with them, we may, at our option, cancel the insurance or refuse to deal with your claim or reduce the amount of any claim payment.

## **Keeping us informed**

You must keep the Claims Administrator fully informed at all times of all matters relating to the Insured Incident and in particular must notify them immediately if the Vehicle is repaired or replaced, settlement received for the value of the Vehicle, or where the Vehicle is recovered in the event of theft.

## **Not transferable**

The insurance is not transferable to any subsequent owner of the Vehicle or to any other vehicle.

## **Duty of care**

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle. You have a duty of care to mitigate any loss following such an Insured Incident.

## **Disclosure of important information**

When you applied for this insurance, and/or when you applied to make any change to the cover, you were asked a number of questions. We relied on all of the answers to these questions to decide the terms, including the premium to be charged, upon which we offered you cover or amended cover.

It is therefore essential that all of the answers you gave were truthful, complete and accurate to the best of your knowledge. If any of your answers are later found to be incorrect, incomplete or misleading, this could lead to your insurance being declared invalid and we may retain your premiums, and/or not pay your claim or not pay it in full.

For your continued protection, you should tell us immediately of any changes to this information, in particular a change of address or any Vehicle modification. We will then advise you of any changes in terms.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

You've got 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. This is called the 'cooling-off period'.

You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to Hastings Direct.

## Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
- You don't keep to the terms and conditions of this policy in any significant way.
- You don't co-operate with our representatives or Advisers.
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- We're prevented from providing cover under this policy by law or other reason.
- You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

- A pro-rata refund of the premium will be given, as long as no claim has been made.
- If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the annual premium.

## We can cancel without giving you any notice

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your van insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

## How to claim

- If you need to make a claim for a Substitute Vehicle due to an Insured Incident then please call the helpline on **0800 035 4787**. Lines are open 24 hours a day throughout the year.
- If you have valid insurance in place and the claim is due to an Insured Incident, you'll be provided with a Substitute Vehicle within 1 working day of the claim being accepted, which you can use for the Hire Period.

Please note the following information will be required:

- Insurance reference number.
- Your name and address.
- If your Vehicle is stolen or involved in an accident, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police, including crime reference number in the event of theft. You must provide the name, address and telephone number of the police station to which the theft has been reported.
- If we accept your claim, we'll arrange for the delivery to you of a suitable Substitute Vehicle, which you can use for the Hire Period.

## Claims conditions

You must comply with the following conditions to have the full protection of your insurance. If you don't comply with them, we may at our option cancel the insurance, refuse to deal with your claim, or reduce the amount of the claims payment:

- You'll be required to provide your crime reference number for all theft or attempted theft claims.
- If you were covered by any other insurance for the same benefit, we'll only pay our share of the claim.
- At notification of any claim, we reserve the right to instruct an independent engineer to inspect the Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised, we shall have no liability for any loss to you arising from any possible delay



## **Fraudulent claims or misleading information**

We take a robust approach to fraud prevention in order to keep premium rates down. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this insurance, your right to any benefit under this insurance will end, your cover will be cancelled and we will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police.

## **Legal and regulatory information**

### **Premiums and claims – your rights**

When handling premium payments from you that are due to us, and when handling any premium refund due to you, Hastings Direct acts as our authorised agent. This means that when you pay a premium to Hastings Direct it is deemed to have been received by us, and that any premium refund paid by Hastings Direct is not deemed to have been paid until you have received the payment.

### **Insurer's liability**

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

## Caring for our customers

If your complaint relates to the purchase of your policy – please see the back of this document for details. If your complaint relates to a claim (or any other matter) please contact: Customer Relations, Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire DN4 5PL. Tel: 0800 035 4784. Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk).

If you're still unhappy you may ask Lloyd's to review your case. The address is: Policyholder and Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN. Tel: 020 7327 5693. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Lloyd's may be referred to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: 0800 023 4567.

These procedures do not affect your legal rights and are in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## Financial Services Compensation Scheme (FSCS)

The insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they are unable to meet their obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU by phone on 0207 741 4100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

To help improve its service, the Claims Administrator may record or monitor telephone calls.

## How to make a complaint

We want to provide you with a high level of customer service. However, if you're not happy about something, please tell us.

**Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com) Tel: 0800 035 4801**

**Customer relations department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-On-Sea, East Sussex TN39 3LW**

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

### The Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

[Financial Ombudsman Service, Exchange Tower,  
Harbour Exchange Square, London E14 9SR](#)

[Tel: 0800 023 4567](tel:08000234567)

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

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

### Financial Services Compensation Scheme (FSCS)

Hastings Direct and your insurers are members of the Financial Services Compensation Scheme.

You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90% without any upper limit. Further information about the compensation scheme is available from the FSCS. Information can be obtained on request using the details below or on the website: [www.fscs.org.uk](http://www.fscs.org.uk)

[Email: \[enquiries@fscs.org.uk\]\(mailto:enquiries@fscs.org.uk\)](mailto:enquiries@fscs.org.uk) Telephone: **0800 678 1100**

[The Financial Services Compensation Scheme, 10th Floor Beaufort House,  
15 St Botolph Street, London EC3A 7QU](#)

Calls to numbers starting 0800 are free from all mobile phones and landlines in the UK. This insurance is not available in the 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, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

## Important numbers

### Motor Legal Expenses

Road traffic accident related claims **0800 035 4260**

Motor prosecution defence claims **0344 770 1051**

### Breakdown

Within the UK **0800 035 4781**

Europe **00 44 1737 815 876**

For, deaf, hard of hearing or speech-impaired customers  
please text the word 'breakdown' to: **07624 808 266**

**Personal Accident Cover** **01608 641 351**

**Tools in Transit Insurance** **0800 035 4785**

**Substitute Vehicle** **0800 035 4787**

Calls to 0800 numbers are free from UK landlines and mobile phones. Calls to 0344 numbers cost no more than calls to numbers starting with 01 or 02 and are included in inclusive minutes and discount schemes in the same way. If you don't have an inclusive minute plan, calls are typically charged between 2p and 40p per minute. Check with your network provider.

### Got questions?

You can find answers to frequently asked questions on our website:

**[www.hastingsdirect.com/help](http://www.hastingsdirect.com/help)**

You can check or change your details and renew your policy online through

MyAccount: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Have your policy number handy.