



# Hastings Direct 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

## Important numbers

If you need to make a claim:

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### Motor Legal Expenses

Road traffic accident related claims **0333 321 9800**

Motor prosecution defence claims **0344 770 1051**

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### Breakdown

Within the UK **0333 321 9818**

Europe **00 33 472 43 52 55**

For, deaf, hard of hearing or speech-impaired customers  
please text the word 'breakdown' to: **07855 828 282**

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

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**Tools in Transit Insurance** **0333 321 9765**

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**Substitute Vehicle** **0333 321 9802**

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### 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)**

# 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 Premier Van insurance policies, please refer to your Hastings Premier Van Insurance Policy Booklet)	
<b>RAC Motor Breakdown Insurance</b> .....	<b>14</b>
(Roadside assistance cover included in Hastings Premier Van insurance policies, please refer to your Hastings Premier Van Insurance Policy Booklet)	
<b>Personal Accident Insurance</b> .....	<b>41</b>
<b>Tools in Transit Insurance</b> .....	<b>52</b>
<b>Substitute Vehicle Insurance</b> .....	<b>66</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 **0333 321 9801**.

### 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 Hastings 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 Allianz Legal Protection, a trading name of Allianz Insurance plc and arranged and administered by Carpenters Limited.

## 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:**

**0333 321 9800**

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:

<b>Administrator</b>	Carpenters Limited who arrange and administer this insurance.
<b>Adviser</b>	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.
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.
<b>Conditional Fee Agreement</b>	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.
<b>Conflict of Interest</b>	There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.
<b>Cover Summary</b>	The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.
<b>Indemnity</b>	Compensation for loss, damage or injuries.
<b>Instructed Advisers' Costs</b>	The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.
<b>Insured Incident</b>	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one 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.
<b>Insured Period</b>	The duration of your motor insurance policy, shown on your schedule.
<b>Legal Action</b>	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>	Allianz Legal Protection, a trading name of Allianz Insurance plc.
<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>	Allianz Legal Protection, a trading name of Allianz Insurance plc.
<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 motor insurer rejects or cancels 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 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.

## **Your privacy**

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

## **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](mailto:lei@carpenters-law.co.uk) Tel: 08000 940 010

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

For any other complaints about your policy, please contact us: [alpcomplaints@allianz.co.uk](mailto:alpcomplaints@allianz.co.uk)  
Tel: 0345 0700 886

Customer Satisfaction Manager, Allianz Legal Protection, Allianz - ALP, PO Box 10623,  
Wigston LE18 9HJ

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 are covered by the Financial Services Compensation Scheme. You may be entitled to  
compensation from the scheme if we 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**

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No.  
84638), Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority. Financial Services  
Register No. 121849.

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.

Allianz Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury,  
Bristol BS32 4AW and postal address: Allianz - ALP, PO Box 10623, Wigston LE18 9HJ.

## Terms and conditions

### Details of your cover

The cover detailed here is only included if it's listed in your insurance Cover Summary and shown as paid in your payment summary.

Services	Section	Roadside (included in Hastings Premier van insurance)	Roadside and recovery	Roadside, recovery and at home	Roadside, recovery, at home and European motoring assistance
Roadside assistance beyond a quarter of a mile from Home	A	✓	✓	✓	✓
Local recovery within 15 miles	A	✓	✓	✓	✓
Misfuelling* in the UK	E	✓	✓	✓	✓
UK recovery	B	✗	✓	✓	✓
24 hour hire car	D	✗	✓	✓	✓
Overnight accommodation	D	✗	✓	✓	✓
Assistance at home	C	✗	✗	✓	✓
European cover	F	✗	✗	✗	✓
Getting your vehicle back to the UK	F4	✗	✗	✗	✓

\*Misfuelling in Europe isn't covered

## Breakdown causes

You're covered for Breakdowns caused by:

Type of fault	Covered
Flat battery	✓
Flat tyre	✓
Mechanical Breakdown	✓
Electrical Breakdown	✓
Road Traffic Collision	✓
Vandalism	✓
Having no fuel or putting the wrong type of fuel into the Vehicle	✓
Fire	✓
Theft or attempted theft	✓
Keys locked in your Vehicle	✓

## Contact information

**Breakdown** – get help from the RAC: **0333 321 9818**

### Breakdown in Europe

Calling from Europe: **00 33 472 43 52 55\***

Calling from a French landline: **0800 290 112** (freephone)

Calling from the Republic of Ireland: **1800 535 005** (freephone)

Bringing your Vehicle back to the UK after a Breakdown **0330 159 0342**

**To request a claim form** From the UK: **0330 159 0334** From Europe: **00 44 161 332 1040\***

In writing: Email: [europeanclaims@rac.co.uk](mailto:europeanclaims@rac.co.uk) [www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform)

### Hastings Direct Customer services: 0333 321 9801

In writing: Customer Services Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW Email: [customerservices@hastingsdirect.com](mailto:customerservices@hastingsdirect.com)

### Hearing and speech assistance

Telephone prefix **18001** to access Tynetalk or text the RAC on **07855 828282**

\*Please replace the 00 at the beginning with 810 when in Belarus or Russia.

## Telephone charges

The RAC don't cover the cost of making or receiving calls and they may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with your provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with your mobile phone provider for more information. It may not always be possible for the RAC to return a call to a mobile phone.

### **If your Vehicle Breaks Down, please provide the RAC with:**

1. Your name or policy number
2. Identification such as a bank card or driving licence
3. Your Vehicle's make, model and registration number
4. The exact location of your Vehicle – the road you're on or the nearest road junction
5. The number of the phone you're using
6. The cause of the Breakdown, if you know it
7. Your credit/debit card if you need additional services.

If you fail to make contact with the RAC within 24 hours of becoming aware of the Breakdown, RAC Breakdown Cover may be refused in relation to that particular Breakdown.

### **Remember**

Please let the RAC know if you've called them but manage to get going before they arrive.

The RAC will only provide cover if they arranged help, so please don't go directly to a garage or use another recovery service, or otherwise approve any action without speaking to the RAC and getting their approval first.

### **Breakdowns or Road Traffic Collisions on a motorway in France or mainland Europe**

Motorways in France and many other European countries are privately managed. If your Vehicle Breaks Down or is involved in a Road Traffic Collision on a French motorway, motorway service area, or other European private motorway, you must use the roadside emergency telephones as the RAC can't send assistance. If your Vehicle is recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The RAC will Reimburse these charges as long as your Vehicle is towed to the recovery company's depot. This may also apply to other roads, so the RAC recommend you use the emergency phones where available. If they won't send a breakdown recovery vehicle, you should contact the RAC.

## **Important information about your RAC Breakdown Cover**

Your RAC Breakdown Cover consists of:

1. A Breakdown policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
  - a) RAC Motoring Services provides insurance for Sections A, B and C; and
  - b) RAC Insurance Limited provides insurance for Sections D, E and F.
2. Your Cover Summary - detailing the type of cover you have and the level of cover chosen. A separate payment summary will detail the premium and any other charges payable. These will be made clear before you buy your RAC Breakdown Cover, and provided to you by Hastings Direct after you've purchased.

You will need to pay a premium for the contracts of insurance which will be made clear to you before you buy your RAC Breakdown Cover.

## **Important information about your policy**

1. This RAC Breakdown Cover is intended to offer services relating to the Breakdown of vehicles. It meets the demands and needs of those who want to make sure the risk of the Breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks if your Vehicle Breaks Down are met.
2. Some sections of cover are optional. The ones you have chosen are listed on your Cover Summary. Please make sure this is correct.
3. There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
4. All requests for service must be made directly to the RAC.

## **Policy type**

This RAC Breakdown Cover covers the Vehicle shown on your Cover Summary and is registered at your Home address also shown in your Cover Summary. The Vehicle is covered whoever is driving.

## Policy period

The RAC Breakdown Cover will start on the Start Date and end after the End Date as shown on your Cover Summary.

## Limits of cover

Cover under this RAC Breakdown Cover is subject to limits on:

1. When a Claim can be made:
  - a) no Claim is permitted under Sections A or C if the Breakdown happened before you bought this RAC Breakdown Cover;
  - b) in order to make a Claim under Section B (Recovery) the RAC must have first attended under Section A (Roadside); and
  - c) in order to make a Claim under Section D (Onward travel), the RAC must have first attended under Section A (Roadside) or C (At home).
2. The amount that's covered for certain types of Claim or for certain sections, as set out in this RAC Breakdown Cover.

## Reimbursement

Under some sections, you may need to pay for the service up front and Claim this back from the RAC. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If you have any queries please contact Breakdown customer care on 0330 159 0342. Please send your completed claim form with proof of payment (such as a receipt) to RAC Breakdown customer care team. The RAC may ask you to supply original documents.

## Hire car terms

Certain sections of this RAC Breakdown Cover include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

### **What's covered**

Up to 24 consecutive hours or until your Vehicle has been fixed if sooner:

1. The RAC will try to find a hire car close in size to your Vehicle, but can't guarantee this and may offer more than one hire car;
2. If you are not eligible for a hire car arranged by the RAC for any reason, such as you don't meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let the RAC know before you hire a car, and then provided they have agreed the cost, they will Reimburse you up to £35 per day;
3. Where the RAC arrange a hire car they will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay any excesses that may apply).

### **What's not covered**

1. The RAC won't provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
  - a) delivery and collection of the hire car and any fuel used;
  - b) fuel while using the hire car; or
  - c) any excesses and additional costs.

### **Included benefits**

As well as the cover the RAC provide under Sections A to F, they offer the following benefits provided by RAC Motoring Services at no additional charge to you and include:

1. Urgent message relay; and
2. Replacement driver.

### **Additional services**

RAC Motoring Services can also offer other services following a Breakdown for an additional charge, which will be agreed with you before service is provided.

# 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>Beyond Economical Repair</b>	where the total cost required to repair your Vehicle, including any taxes, is greater than the Market Value of your Vehicle. If your Vehicle has Broken Down in Europe, the total cost required to repair your Vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the Breakdown has happened;
<b>Breakdown/Breaks Down/Broken Down</b>	an event during the Policy Period, that stops your Vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, misfuel, Road Traffic Collision, fire, theft and acts of vandalism or as a result of flood, snow or mud, but not as a result of any Driver Induced Fault, or any key related issue other than keys locked in your Vehicle;
<b>Call-Out/Claim</b>	each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;
<b>Caravan/Trailer</b>	any caravan or trailer that's less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;
<b>Cover Summary</b>	the document that's called 'Cover Summary' containing important details about this RAC Breakdown Cover and levels of cover;
<b>Driver/Their/They</b>	you or any driver of your Vehicle at the time a Breakdown occurs who is authorised to be driving the Vehicle and is permanently resident in the UK;
<b>Driver Induced Fault</b>	any fault caused by actions or omissions of the Driver of your Vehicle, except running out of fuel, misfuel and battery failure;
<b>End Date</b>	the date that this RAC Breakdown Cover expires as shown on your Cover Summary;

<b>Europe</b>	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;
<b>Hastings Insurance Services Limited/ Hastings Direct</b>	Hastings Insurance Services Limited of Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW who arrange and administer this RAC Breakdown Cover;
<b>Home</b>	the address in the UK where you live permanently, as shown on your Cover Summary;
<b>Market Value</b>	the market value in the UK, as reasonably determined by the RAC in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as your Vehicle;
<b>Passengers</b>	the Driver and up to 7 (seven) people travelling in your Vehicle;
<b>Planned Departure Date</b>	the date when you intend to begin your Trip. The RAC may ask for proof of this;
<b>Policy Period</b>	the length of time for which your RAC Breakdown Cover is in force as shown on your Cover Summary;
<b>RAC</b>	<ol style="list-style-type: none"> <li>1. For Sections A, B and C means RAC Motoring Services;</li> <li>2. For Sections D, E and F means RAC Insurance Limited;</li> <li>3. For Additional Services means RAC Motoring Services; and</li> <li>4. In each case any person employed or engaged to provide certain services on their behalf;</li> </ol>
<b>RAC Breakdown Cover</b>	this RAC Breakdown policy that is subject to the terms and conditions together with your Cover Summary;

<b>Reimburse/ Reimbursement</b>	Reimbursement by the RAC under the Reimbursement process;
<b>Road Traffic Collision</b>	a traffic collision involving your Vehicle;
<b>Specialist Equipment</b>	equipment that's not normally required by the RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;
<b>Start Date</b>	the date that this RAC Breakdown Cover begins, or renews, as shown on your Cover Summary;
<b>Trip</b>	a journey to Europe which begins and ends at your Home during the Policy Period;
<b>UK</b>	England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes the Channel Islands and the Isle of Man, if you are a resident there;
<b>Vehicle</b>	<p>your UK registered vehicle as shown on your Cover Summary and that complies with the following specifications:</p> <ol style="list-style-type: none"> <li>1. It is either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or</li> <li>2. For Section F it's either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide;</li> <li>3. It is a motorcycle over 49cc and is not a mobility scooter.</li> </ol>

The definition below has the same meaning throughout these terms and conditions even when they don't start with a capital letter.

<b>you/your</b>	the person taking out the RAC Breakdown Cover as named on your Cover Summary.
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# Your Cover

## Section A. Roadside

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for Roadside.

### **What's covered;**

If your Vehicle Breaks Down within the UK more than a quarter of a mile from your Home, the RAC will:

1. Send help to repair your Vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair your Vehicle at the roadside, the RAC will recover your Vehicle and Passengers to a destination chosen by the Driver up to a maximum of 15 miles from the Breakdown;

If the RAC recover your Vehicle to a garage, the RAC will Reimburse you for taxi costs for Passengers to continue the journey to a single destination within 20 miles.

## Caravans or Trailers

If a Caravan or Trailer Breaks Down within the UK more than a quarter of a mile from your Home, the RAC will send help to repair the Caravan or Trailer at the roadside. This could be a permanent or temporary repair.

The RAC will not provide any other cover under this RAC Breakdown Cover if a Caravan or Trailer Breaks Down. However, if your Vehicle Breaks Down and there is a Caravan or Trailer attached to it the RAC will recover the Caravan or Trailer as well.

### **What's not covered:**

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than us;
3. Any Breakdown resulting from a fault that the RAC have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
4. Recovery for Caravans or Trailers if the Caravan or Trailer Breaks Down.

## Section B. Recovery

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for Recovery.

### What's covered:

If the RAC can't repair your Vehicle under Section A (Roadside), the RAC will recover your Vehicle from the Breakdown location to:

1. A local garage; or
2. A single destination chosen by the Driver within the UK. For long distances the RAC may use more than one recovery vehicle.

**Recovery must be arranged with the RAC while the RAC are at the scene.**

### What's not covered:

1. Please see the "What's not covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where your Vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by your Vehicle's manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

## Section C. At home

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for At home.

### What's covered:

The RAC will provide the same cover as the 'What's covered' part of Section A (Roadside) if your Vehicle Breaks Down at, or within a quarter of a mile of, your Home.

### What's not covered:

Please see the 'What's not Covered' part of Section A (Roadside), which also applies here.

## Section D. Onward travel

Onward travel is included within 'Roadside and recovery', 'Roadside, recovery and at home' and 'Roadside, recovery, at home and European motoring assistance' cover levels.

If the RAC attend a Breakdown under Sections A (Roadside) or C (At home), and cannot fix your Vehicle on the same day, the RAC will help the Driver by making arrangements to allow the continuation of your journey. The Driver can choose one of the following options, subject to availability:

1. Hire car;
2. Alternative transport; or
3. Overnight accommodation.

### 1. Hire car

#### What's covered:

Please see hire car terms under 'Important information about your policy' above. Hire cars must be arranged with the RAC within 24 hours of the time of Breakdown.

### 2. Alternative transport

#### What's covered:

If the Driver would prefer to continue the journey by air, rail, taxi or public transport, the RAC will Reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

### 3. Overnight accommodation

#### What's covered:

The Driver may decide that waiting for your Vehicle to be fixed is best. The RAC will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

## 4. Assistance in a medical emergency

### What's covered:

The RAC will also help if the Driver or one of the Passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. They will help to:

1. Book one night's bed and breakfast accommodation for the Driver and Passengers if the hospital is more than 20 miles from Home. The RAC will Reimburse you up to £150 per person or £500 for the whole party; and
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

### What's not covered:

The RAC won't help the Driver where They or one of the Passengers is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

## Section E. Misfuel rescue

RAC Breakdown Cover includes cover for misfuel rescue.

### What's covered:

If you have, by mistake, put the incorrect fuel in your Vehicle, within the UK, the RAC will send help to:

1. Drain, flush and clean the fuel system;
2. Clean, repair and replace the fuel injector system;
3. Add up to 10 litres of the correct fuel to get you on your way; and
4. Dispose of the contaminated fuel.

### What's not covered:

1. Damage due to wear and tear, meaning the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or your Vehicle's mileage;
2. Damage caused by an existing fault or defect; or
3. Any damage not caused by you misfuelling.

## Section F. European motoring assistance

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for European motoring assistance.

### Limits of cover

The cover under Section F is subject to an overall limit of £2,500 per Call-Out and is subject to the further limits of cover in respect of each type of cover. Each Trip is limited to a maximum of 90 days.

## Section F1: Onward travel in the UK

### What's covered:

If the RAC attend a Breakdown under Section A (or C) and cannot fix your Vehicle by your Planned Departure Date and you are within 24 hours of your Planned Departure Date the RAC will arrange a hire car for the continuation of your Trip up to £125 per day for up to 14 days and up to a maximum of £1,500 in total.

### What's not covered:

Requests following a Road Traffic Collision.

## Section F2: Roadside assistance in Europe

### What's covered:

If your Vehicle Breaks Down or is involved in a Road Traffic Collision in Europe during a Trip, the RAC will send help to either:

1. Repair your Vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair your Vehicle at the roadside, the RAC will:
  - a) recover your Vehicle and Passengers to a local garage for fault diagnosis on the Vehicle;
  - b) pay for the initial fault diagnosis to find the next course of action;
  - c) contribute towards the garage labour charges up to £150 when your Vehicle can be repaired on the same day;
  - d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
  - e) the RAC will also relay any urgent messages from the Driver to a contact of Their choice.

### **What's not covered**

1. Repair costs, including garage labour charges:
  - a) if your Vehicle was in a Road Traffic Collision; or
  - b) if your Vehicle repair costs will be more than its Market Value.
2. The costs of any parts.

**By Claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.**

## **Section F3: Onward travel in Europe**

### **What's covered:**

If your Vehicle has a Breakdown or is involved in a Road Traffic Collision during a Trip in Europe and the RAC establish that the repairs cannot be completed within 8 hours, the RAC will help the Driver by making arrangements for the Passengers to continue the Trip. The Driver can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

### **1. Alternative transport**

#### **What's covered:**

1. A hire car as a replacement until your Vehicle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, sea, taxi or public transport.

### **2. Additional accommodation expenses**

#### **What's covered:**

The RAC will arrange and pay a contribution for additional accommodation expenses if you can't use your pre-arranged accommodation up to £40 per person per day up to a maximum of £500 for all Passengers.

#### **What's not covered:**

Accommodation where the Driver has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. Your Vehicle has been repaired to a roadworthy condition; or
2. The decision to bring your Vehicle Home is made by the RAC or your motor insurer; or
3. Once the RAC establish that the repair costs to your Vehicle exceed its Market Value.

Once the Driver is notified of cover ending, if They have a hire car, it must be returned to the place agreed with the RAC within 24 hours. The Driver can keep the hire car for longer if you agree this with the RAC first and pay for it.

### **Getting your passengers home**

RAC will provide alternative transport as above to get the Passengers back Home if:

1. Your Vehicle is brought back Home under Section F4; or
2. The RAC establish that the repair costs to your Vehicle exceed its Market Value under Section F4.

## **Section F4: Getting your Vehicle Home**

### **What's covered:**

If the RAC attend a Breakdown or a Road Traffic Collision in Europe under Section F2 and your Vehicle cannot be repaired before the Driver's planned return to the UK, the RAC will arrange and pay for:

1. Recovery of your Vehicle to a single destination of the Drivers choice within the UK; and
2. Storage charges for your Vehicle whilst awaiting it's return to the UK; or
3. If your Vehicle is repaired in Europe, the cost of one person to travel to collect your Vehicle by standard class rail or air or sea fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing your Vehicle is greater than its Market Value as a result of a Breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty;
5. Reimbursement for a hire car in the UK once the RAC have brought Passengers Home under Section F3 until your Vehicle is brought back to the UK, up to 24 consecutive hours.

The RAC will take the Passengers in your Vehicle Home under Section F3 (Onward travel in Europe).

It is the RAC's decision whether to get your Broken Down Vehicle Home or have it repaired locally. If your Vehicle was involved in a Road Traffic Collision covered by your motor insurance, the RAC will follow your motor insurer's decision about whether to get your Vehicle Home or have it repaired locally.

### **What's not covered:**

1. Any costs:
  - a) if your Vehicle is Beyond Economical Repair;
  - b) covered under your motor insurance;
  - c) relating to storage once you have been notified that your Vehicle is ready to collect; and
  - d) relating to any costs incurred as a result of actions or omissions of your motor insurers;
2. The RAC will not take your Vehicle back Home if:
  - a) your Vehicle is roadworthy; or
  - b) a customs officer or other official finds any contents in your Vehicle that are not legal in that country;
3. Any import duties not relating to your Vehicle, for example relating to items carried in your Vehicle;
4. The RAC will not cover the costs of fuel, insurance or meals;
5. The RAC will only cover costs under this section up to the Market Value, so if you want the RAC to bring your Vehicle Home and the costs of bringing your Vehicle Home exceed this amount you will need to pay any costs above this amount before the RAC make arrangements.

### **Important**

1. Following authorisation by the RAC, it can take up to 14 working days for your Vehicle to be delivered back to the UK. At busy times and from some countries it may take longer.
2. If the RAC don't bring your Vehicle back to the UK, you'll have 10 weeks in which to advise the RAC of how you want to recover or dispose of it. If you do not contact the RAC within 10 weeks the RAC will dispose of it at your cost.

## **Section F5: Vehicle break-in emergency repairs in Europe**

Before claiming under this section the break-in must be reported to the police in order to obtain a written report.

### **What's covered:**

If your Vehicle suffers damage to windows, windscreens or locks, in Europe, caused by forcible entry or attempted forcible entry, although this is not a Breakdown the RAC will Reimburse you, up to £200 for:

1. Immediate emergency costs incurred in order to continue the Trip: or
2. The costs of recovering your Vehicle to a local repairer to ensure your Vehicle is secure and roadworthy.

### **What's not covered:**

1. The cost of any parts; or
2. Any benefits under any other section of this RAC Breakdown Cover.

## Section F6: Replacement driver in Europe

### What's covered:

Although this isn't covered as a Breakdown under this RAC Breakdown Cover, if the Driver suddenly or unexpectedly falls ill during the Trip in Europe, meaning They can't drive, the RAC will provide a replacement driver to allow the Trip to continue or return Home. The RAC will need written confirmation from the treating hospital or medical expert that the Driver isn't able to drive.

### What's not covered:

1. If there's another qualified driver who's a Passenger and is fit and legally able to drive your Vehicle.
2. Any benefits under any other section of this RAC Breakdown Cover.

## General conditions for Section F

1. The RAC will not cover any Call-Out for any repairs to your Vehicle which aren't essential in order to continue the Trip;
2. Any Claim which the Driver could make under any other insurance policy. If the value of the Call-Out is more than the amount which can be recovered under another policy the RAC may pay the difference, subject to the limits as set out in this RAC Breakdown Cover;
3. You must make sure your Vehicle meets all relevant laws of the countries visited during a Trip;
4. How the exchange rate is calculated:
  - a) any costs incurred directly by the RAC in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b) costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by your credit or debit provider; or
    - ii. at the exchange rate used by the RAC when your claim form is received if you paid in cash;
5. The RAC will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and the garage / repairer;
6. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, the RAC will always try to find a suitable option that is available at the time, however:
  - a) the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, the RAC aren't able to and can not be responsible for checking the condition of each vehicle or the quality of service provided by each company;

7. If, following a Breakdown, your Vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in the reasonable opinion of the RAC that would lead to additional costs being incurred, the RAC reserve the right to refuse to provide cover under Section F3 (Onward travel in Europe) or Section F4 (Getting your Vehicle Home);
8. If the Breakdown is caused by flooding brought about by adverse weather the RAC will only arrange for your Vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to your Vehicle's motor insurer;
9. In handling Breakdown Call-Outs there may be more than one option available to you under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in Breakdown situations. In doing so the RAC will act in consultation with you, and act reasonably at all times;
10. This RAC Breakdown Cover does not cover:
  - a) Vehicle storage charges, other than under Section F4;
  - b) Call-Outs if you are not carrying a serviceable spare tyre provided by the manufacturer;
  - c) the hire of minibuses, motorhomes, motorcycles, Caravans, Trailers or vans;
  - d) overloading of a Vehicle under the laws in any country in which the Vehicle is travelling;
  - e) Breakdowns or Road Traffic Collisions caused by running out of oil or water, frost damage or rust or corrosion.

# General Conditions

The following conditions apply to all sections of this RAC Breakdown Cover. If you don't comply the RAC can refuse cover and/or cancel your RAC Breakdown Cover.

1. You must pay your premium.
2. You must request services directly from us, as the RAC will only provide cover if the RAC make arrangements to help you.
3. Where the Breakdown is caused by a component failure this must stop your Vehicle from working, so for example an air-conditioning failure in itself does not constitute a Breakdown, and the illumination of a warning light does not always constitute a Breakdown. If it does not, you'll need to take your Vehicle to a place of repair and your RAC Breakdown Cover will not cover this.
4. The RAC will not cover any Claim where your Vehicle is already at a garage or other place of repair.
5. Where the RAC deem, acting reasonably, that you requested service to avoid the cost of repairing your Vehicle, or to correct an attempted repair by someone else, the RAC will not provide cover.
6. A Driver must be with your Vehicle when the RAC attend.
7. You're responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a Vehicle. The RAC won't be responsible for any loss of or damage to them.
8. Where the RAC recover Passengers under the age of 16, they must be accompanied by an adult.
9. The RAC won't allow animals in their vehicles, except guide dogs. Animals can stay in your Vehicle at the Driver's own risk. The RAC won't be liable for any injury to animals, or damage caused by them. The RAC won't transport any livestock and won't be responsible for any costs relating to animals.
10. Your Vehicle mustn't carry more Passengers than the number stated in your Vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must sit in a properly fitted child seat.
11. Where the RAC provide a repair to your Vehicle, whilst the RAC are responsible for that repair, this doesn't mean that they are confirming the legal and roadworthy condition of your Vehicle. This remains your responsibility.
12. The RAC will not be responsible for any losses that happen following a Breakdown that aren't expressly covered by this RAC Breakdown Cover. For example, the RAC won't pay for any loss of earnings or missed appointments.
13. The RAC don't guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst they will try to check that the garage will do the type of repairs required, the RAC cannot guarantee this. They won't take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.

14. During extreme weather, riots, war, civil unrest, industrial disputes, the RAC's services can be interrupted. They will resume their service to you as soon as they can in these circumstances.
15. The cost of the following is not covered by this RAC Breakdown Cover:
  - a) Specialist Equipment;
  - b) ferry charges for the Vehicle and the RAC's vehicle;
  - c) any damage to glass even if the damage means the Vehicle cannot be legally or safely driven. the RAC will arrange transport to a local garage so you can arrange to get your Vehicle fixed but you will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them;
  - e) recovery by someone other than RAC even if this is requested by the emergency services; or
  - f) the RAC will only provide recovery once instructed to do so by the emergency services.
16. In handling any Claim there may be more than one option available to the Driver under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in Breakdown situations. In doing so the RAC will act in consultation with the Driver, and act reasonably at all times.
17. Your Vehicle mustn't be used for hire and reward and/or courier services.
18. This RAC Breakdown Cover does not cover:
  - a) routine servicing, maintenance or assembly of the Vehicle;
  - b) Caravan or Trailers, except as described under Section A;
  - c) Breakdowns resulting from activities that aren't subject to the normal rules of the road, such as rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - d) Breakdowns that happen off the public highway to which the Driver or the RAC have no legal access;
  - e) your Vehicle if it isn't legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - f) Vehicles that aren't in a roadworthy condition. If the RAC consider, acting reasonably, that your Vehicle isn't in a legal or roadworthy condition, they can refuse to provide service. If you can demonstrate that your Vehicle is roadworthy the RAC will provide service;
  - g) any Claim that is or may be affected by the influence of alcohol or drugs;
  - h) any Breakdown that's caused by or as a result of Vehicle theft or fire or any Driver Induced Fault; or
  - i) any Claim under this RAC Breakdown Cover where the Breakdown was first reported to the RAC under a different policy.
19. If the Driver is asked to review and approve a document recording the condition of the Vehicle, including an electronic form, it's Their responsibility to make sure that the record is accurate and complete, and the RAC won't be responsible for any errors or omissions.

## **Additional benefits**

The following are provided at no additional charge:

### **Service in the Republic of Ireland**

If your Vehicle has Broken Down in the Republic of Ireland, the RAC will provide a Roadside attendance service only, as described under Section A (Roadside). If your Home address is in Northern Ireland and you have purchased Section B (Recovery), the RAC will recover your Vehicle to your Home or to another destination in Northern Ireland if the distance is less.

### **Urgent message relay**

If your Vehicle has Broken Down and the Driver needs to get in touch with friends and family urgently, the RAC will get a message to them.

### **Replacement driver**

If the Driver becomes ill during a journey in the UK and no one in the party can drive your Vehicle, the RAC may be able to provide a replacement driver. This service is discretionary, and the RAC will decide whether or not to provide this service.

### **Additional services**

The RAC can provide additional services that are not included in your RAC Breakdown Cover but the RAC will charge you for these, for example to:

1. Purchase the parts you need to get on your way;
2. Pay for Specialist Equipment to complete the repairs;
3. Extend the hire time for a hire car; or
4. Arrange a second or extended recovery.

If you need extra help, the RAC will agree the costs up front and will need full payment before the RAC can help. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if the RAC help someone under your RAC Breakdown Cover and They cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the Breakdown.

## **Cancellation of your RAC Breakdown Cover**

This section contains important notes about your rights, and the RAC or Hastings Direct's 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, by giving notice to Hastings Direct.

### **Our rights to cancel your policy**

The RAC or Hastings Direct can give you seven days' notice of cancellation if we have a valid reason. The RAC 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:**

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

#### **If your policy is cancelled, by you or us:**

1. A pro-rata refund of the premium will be given, as long as no Claim has been made.
2. If you've made a Claim during the Policy 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 the RAC 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 car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

## **Misuse of RAC Breakdown Cover**

### **Each Driver and all Passengers must not:**

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the RAC into a dishonest or illegal act;
3. Fail to tell the RAC important facts about a Breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

### **If these conditions are not complied with, the RAC may:**

1. Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
2. Immediately cancel this RAC Breakdown Cover; and
3. Refuse to sell any RAC Breakdown Cover or services to you in the future.

The RAC may also take any of the additional steps as set out above if any Claim is found to be fraudulent in any way. The RAC Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent Claim forfeited. A refund of premium will not be paid. Hastings Direct will notify you in writing if the RAC decide to take any of the above steps.

## **Renewal of RAC Breakdown Cover**

Your RAC Breakdown Cover will continue when you renew your existing associated motor insurance policy and will be detailed in your Cover Summary.

## Changes to your details

You must let Hastings Direct Insurance Services Limited know immediately if you need to change anything on your RAC Breakdown Cover.

Hastings Insurance Services Limited can be contacted by phone, post, or email.

Telephone: 0333 321 9801

Post: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW Email: customerservices@hastingsdirect.com

If you change your Vehicle you must call Hastings Insurance Services Limited to update your details. If you don't, you might not be covered.

The RAC will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and you and any other named Drivers as detailed in your Cover Summary will no longer be covered by the RAC.

All communications from Hastings Insurance Services Limited or the RAC shall be considered to have been received if sent to your last known postal or email address.

## Complaints

The RAC are committed to providing excellent service. However, the RAC realise there are occasions when you feel you did not receive the service you expected. If you are unhappy with the services relating to this RAC Breakdown Cover such as services at or following a Breakdown, or the included benefits please contact the RAC as follows:

**Complaints relating to your Breakdown Claim: 0330 159 0337** (freephone)

In writing: RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN  
Email: breakdowncustomercare@rac.co.uk

**Complaints relating to the sales and administration of your**

**RAC Breakdown Cover: 0333 321 9677** (freephone)

In writing: Customer Services Department, Hastings Insurance Services Ltd, Conquest House Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW  
Email: customerservices@hastingsdirect.com

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service (“ODR”) via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. For qualifying financial services products purchased in the UK this will be the UK’s Financial Ombudsman Service.

## Financial Ombudsman Service

If the RAC can’t resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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

Telephone: **0800 023 4567** or **0300 123 9123**

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

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the RAC if it is about a Claim or Hastings Direct if it is about the sale or your RAC Breakdown Cover.

Using this complaints procedure will not affect your legal rights.

## Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it can’t meet its obligations under the relevant sections of cover, you may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme

PO Box 300, Mitcheldean GL17 1DY

Or by calling: **0800 678 1100**

The cover provided by RAC Motoring Services under this RAC Breakdown Cover is not covered by the FSCS.

## Law

The parties are free to choose the law applicable to this RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this RAC Breakdown Cover and the Cover Summary and other information relating to this contract) will be in English.

## Your privacy

Your privacy is important to Hastings Insurance Services Limited and the RAC and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data the RAC, as a product provider, and Hastings Insurance Services Limited hold about you, so a quote or insurance policy can be provided to you. It explains how the RAC and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws.

You'll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws. You can contact them at:

Data Protection Team, Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW  
Email: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

If you would like a list of all RAC group companies, please write to or email the RAC's Data Protection Officer.

Please contact the RAC if you would like a copy of this RAC Breakdown Cover 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)
2017/2018	B6839A10720DAA
2019/2020	B6839A10720EAA

## 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**

Canopius 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 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.

## Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

## 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 Canopus 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 Ltd on behalf of Great Lakes Insurance SE.

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.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by: Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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 Great Lakes Insurance SE.
<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.

## Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

## 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 **0333 321 9765** 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 Great Lakes Insurance SE.

## 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 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: 0333 321 9801.

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: 0333 321 9765. 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**

Great Lakes Insurance SE 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.

This insurance is underwritten by certain underwriters at Lloyd's in respect of syndicates managed by AmTrust Syndicates Limited. AmTrust 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 **0333 321 9802**. 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:

<b>Claims Administrator</b>	Direct Group Limited
<b>Cover Summary</b>	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.
<b>Date of Commencement</b>	The start date of cover shown on your Cover Summary.
<b>Hire Firm</b>	Currently, SGS Business Process Services (UK) Limited, Indemnity House, Sir Frank Whittle Way, Blackpool, FY4 2FB
<b>Hire Period</b>	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 28 days in any event.
<b>Insured Incident</b>	<p>Within the Territorial Limits:</p> <ul style="list-style-type: none"><li>• A road traffic accident which is your fault.</li><li>• Damage by fire, attempted theft or vandalism 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 &amp; Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).</li><li>• Theft of the Vehicle where the Vehicle is not recovered.</li></ul> <p>Please note you'll be required to provide your crime reference number for all theft or attempted theft claims.</p>
<b>Insured Person</b>	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 (up to 3.5 tonnes) 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** AmTrust Syndicates Limited, registered office:  
1st Floor, 47 Mark Lane, London, EC3R 7QQ.

**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 SGS Business Process Services (UK) Limited to deal with any claims covered by the insurance on their helpline: Tel: 0333 321 9802. 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 0333 321 9801 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 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 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 **0333 321 9802**. 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.

## Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

## **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: 0333 321 9764. 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: **0333 321 9801**

Address: **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**

Call: **0800 023 4567** Email: [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) Telephone: **0800 678 1100**

**The Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU**

## Important numbers

### Motor Legal Expenses

Road traffic accident related claims 0333 321 9800

Motor prosecution defence claims 0344 770 1051

### Breakdown

Within the UK 0333 321 9818

Europe 00 33 472 43 52 55

For, deaf, hard of hearing or speech-impaired customers  
please text the word 'breakdown' to: 07855 828 282

Personal Accident Cover 01608 641 351

Tools in Transit Insurance 0333 321 9765

Substitute Vehicle 0333 321 9802

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.

## Did you know we also provide

Car, multi car, bike, and home insurance: **0333 321 9759**