



# Van Optional Additional Products Booklet

Please keep this booklet with your Van policy  
documents in a safe place

The products in this booklet only apply if shown in your Van Insurance Statement of Price  
and your Statement of Demands and Needs



# The Complete Package

## These products only apply if shown in your Van Insurance Statement of Price

This additional booklet contains the key facts and policy wording for all optional products we offer. Please check your Van Insurance Statement of Price to confirm which optional additional products you have on your policy. We strongly advise you read this booklet carefully for details of the cover provided by each optional product you have purchased.

### Summary of Optional Additional Products Available

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Breakdown (Roadside assistance cover included in Hastings Premier Van Benefit Booklet insurance policies, please refer to your Hastings Premier Van Benefit Booklet)	13
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Tools in Transit (£500 of cover included in Hastings Premier Van insurance policies, please refer to your Hastings Premier Van Benefit Booklet)	40
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For each optional additional product sold with your Van Insurance Policy, you will 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 shall be charged to you for both of these services.

If you would like to add any of the optional products detailed in this policy, please call our customer services team on **0844 879 3018**.

### Please keep in a safe place

**This optional additional product booklet will apply for the length of your policy with us and will not be re-issued at renewal.**

# Caring For Our Customers

## Important Numbers - If you need to make a claim:

Motor Legal Expenses – for accident related claims:	<b>0844 800 4585</b>
– for Motor Prosecution Defence:	<b>0844 770 1051</b>
Hastings Breakdown – within UK:	<b>0844 879 3048</b>
– Europe:	<b>00 44 1737 815 876</b>
For deaf, hard of hearing or speech-impaired customers please text the word 'breakdown':	<b>07624 808 266</b>
Personal Accident Cover:	<b>01608 641 351</b>
Substitute Vehicle:	<b>0844 856 8997</b>
Tools in Transit:	<b>0844 856 8995</b>
Excess Protection Insurance:	<b>01737 826 078</b>
Windows & Windscreen Insurance:	<b>0800 1694 677</b>

At Hastings, we are committed to providing you with a first class service at all times. However, if any of the services we offer fall below the standard you would expect, you can contact us either by phone, email or letter and we will endeavour to resolve the matter as soon as possible.

**Please note:** the processes laid out in this booklet are only for matters relating to the products shown above. Should you have any queries regarding your van policy and any related claims, please refer to your van policy booklet.

**By phone:** 0844 800 3844

**By email:**  
customerrelations@hastingsdirect.com

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

Should you wish to take the matter further, or speak to the provider directly, contact details are provided for each individual product within this booklet.

If you are still not satisfied, you may refer your complaint to The Financial Ombudsman Service (FOS) Service:

**By phone:** 0845 080 1800 or 0300 123 9 123  
(from mobile or non BT Lines)

**By email:**  
Complaint.info@financial-ombudsman.org.uk

**By post:**  
The Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall,  
London E14 9SR

## 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 arrangements is available from the FSCS. Information can be obtained on request:

**By phone:** 0800 678 1100

**By email:**  
Enquiries@fscs.org.uk

**By post:**  
The FSCS, Lloyd's Chambers,  
Portsoken Street  
London E1 8BD

# Motor Legal Expenses Insurance

## Policy Summary

**This cover is included in Hastings Direct Premier Van Insurance policies, please refer to your Premier Van Benefits Booklet.**

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

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

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

Your legal expenses cover applies to the person responsible for insuring the motor vehicle. For Uninsured Loss Recovery and Personal Injury, the cover extends to any authorised driver and passengers.

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

**Insurer: Inter Partner Assistance SA**

**Period of Cover: Annual Policy. Refer to your Motor Insurance Certificate for the effective dates.**

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

## Cancellation

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

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

## To make a claim

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

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

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

Specialist lawyers will be instructed to help you. If you need a lawyer to act for you under the Motor Prosecution Defence section of cover, you will be asked to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to you. If your problem is not covered under this insurance, they may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify Arc Legal, as soon as you become aware, of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Caring for our customers

#### See page 4 for details

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

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

Tel: 0844 249 3742.

Email: [lei@carpenters-law.co.uk](mailto:lei@carpenters-law.co.uk)

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

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

Tel: 0844 770 9000

Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

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

#### See page 4 for details

### Compensation Scheme

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

#### See page 4 for details

# Motor Legal Expenses – Document of Insurance

**Motor Legal Expenses provides:-**

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

## Helpline services

### Legal Helpline

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

Simply telephone 0844 770 1051 and quote "Hastings Motor Legal Expenses".

## Policy Wording Terms of Cover

**This cover is included in Hastings Direct Premier Van Insurance policies; please refer to Premier Van Benefit Booklet.**

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

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

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

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our** standard **Advisers' Costs**.

The insurance covers **Advisers Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Underwriters** in connection with the **Legal Action**.

### Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support.

## How to make a claim

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

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

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

Specialist lawyers will be instructed to help **You**. If **You** need a lawyer to act for **You** under the Motor Prosecution Defence section of cover, **You** will be asked to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, they may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us**, as soon as **You** become aware, of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

## Meaning of Words

Where the following words appear in bold they have these special meanings.

<b>Adviser</b>	Our specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, where agreed by <b>Us</b> , another legal representative nominated by <b>You</b> .
<b>Administrator</b>	Carpenters Solicitors who arrange and administer this insurance.
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the <b>Adviser</b> . Third party's costs shall be covered if awarded against <b>You</b> .
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	There is a conflict of interest if <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
<b>Insured Period</b>	The period of insurance declared to <b>Us</b> by the <b>Administrator</b> .
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against judgement following a <b>Road Traffic Accident</b> and the defence of criminal motoring prosecutions in relation to the <b>Vehicle</b> .
<b>Maximum Amount Payable</b>	The maximum amount payable in respect of an <b>Insured Incident</b> is stated below. £100,000.
<b>Road Traffic Accident</b>	A traffic accident in the <b>Territorial Limits</b> involving the <b>Vehicle</b> occurring during the <b>Insured Period</b> for which <b>You</b> are not at fault and for which another known insured party is at fault.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred by <b>Underwriters</b> in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	The European Union.
<b>Underwriters</b>	Inter Partner Assistance S.A.
<b>Vehicle</b>	The motor <b>Vehicle</b> covered by <b>Your</b> Certificate of Insurance including a caravan or trailer whilst attached to it.
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.
<b>You/Your</b>	The person responsible for insuring the <b>Vehicle</b> . This is extended to include the authorised driver and passengers for Uninsured Loss Recovery and Personal Injury only.

## Motor Legal Expenses Cover

### Uninsured Loss Recovery & Personal Injury

#### What is insured

**You** are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident**:

- i) whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death, and/or
- ii) against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part.

#### What is not insured

##### Claims:

- Relating to an agreement **You** have entered into with another person or organisation.
- Directly or indirectly arising from stress, psychological or emotional injury.

## Motor Prosecution Defence

#### What is insured

**Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

#### What is not insured

##### Claims:

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences for which **You** do not get penalty points on **Your** licence.
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

## General Exclusions

There is no cover: -

- Where the **Insured Incident** occurred before **You** purchased this insurance.
- Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**.
- Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- Where **You** have alternative insurance cover.
- For claims made by or against the **Underwriters, Us** or the **Adviser**.
- Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For an application for Judicial Review.
- For appeals without **Our** prior written consent.
- For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made mis-representations to the **Adviser**.
- Where at the time of the **Insured Incident You** were disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or Tax Disc or comply with any laws relating to its ownership or use.
- For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**.

## Conditions

### 1. Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under "How to make a claim".
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our** standard **Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- e) The **Adviser** must: -
  - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained without charge.
  - ii. Keep **Us** fully informed of all developments and provide such information as **We** may require.
  - iii. Keep **Us** regularly informed/updated of **Advisers' Costs** incurred.
  - iv. Tell **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi. Attempt recovery of costs from third parties.
  - vii. Agree with **Us** not to submit a bill for **Advisers' Costs** to **Underwriters** until conclusion of the **Legal Action**.

## Conditions continued

- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- j) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

## 2 Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where **We** both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## 3 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 4 English Law

This contract is governed by English Law unless otherwise agreed.

## 5 Language

The language for contractual terms and communication will be English.

## Cancellation rights

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

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

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

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

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

- If **You** or **We** cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If **You** or **We** cancel the policy at any other time no refund of the premium paid for this product will be given

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

- If **You** have made a claim during the **Insured Period**.

**Instalments**

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

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

**Data Protection Act**

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

**Caring for our customers**

**See page 4 for details**

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

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

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

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

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

**See page 4 for details**

**Financial Services Compensation Scheme**

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

**Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

**Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are: Inter Partner Assistance The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Registered No: FC008998

# Hastings Direct Motor Breakdown Policy Summary

keyfacts®

**Some important facts about your Breakdown insurance are summarised below.**

This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Statement of Demands and Needs.

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

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

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

\*Limitations apply to misfuelling under European cover

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

## Important Information:

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

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

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

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

**The cover in this section is included in Hastings Direct Premier Van Insurance policies, please refer to your Premier Van Benefit Booklet.**

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

## What is covered:

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

## What is not covered:

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

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

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

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

An emergency driver is also available under this section

### **What is covered:**

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

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

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

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

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

### **What is covered:**

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

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

**The cover in this section is included in Hastings Direct Premier Van Insurance policies, please refer to your Premier Van Benefit Policy Booklet.**

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

### **What is covered:**

Up to a maximum of £250

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

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

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

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

1. Delivering replacement parts.
2. Other travel arrangements.
3. Emergency car hire.
4. Emergency accommodation.
5. An emergency driver; and
6. Vehicle recovery to the UK.

## What is covered:

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

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

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

## Cancellation Rights

**For Hastings Direct Premier Van Insurance customers, please read your Premier Van Benefit Booklet for your Hastings Direct Motor Breakdown cover as some Terms and Conditions may differ.**

If you find that this cover does not meet your needs, please contact Hastings customer service on 0844 879 3018 within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium provided you have not made any claims.

If you wish to cancel this policy please call our Customer Service Line as above.

This policy will be automatically cancelled if your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

## Making a Claim

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

**0844 879 3048**

If you need European Breakdown Assistance please call:

**0044 1737 815 876**

You should have the following information available:

- vehicle registration number
- your name and home post code
- your Motor policy number
- vehicle make, model and colour
- your location
- an idea of the nature of the problem.

## Caring for our customers

### See page 4 for details

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

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

### See page 4 for details

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

## Financial Services Compensation Scheme (FSCS):

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

### See page 4 for details

# Hastings Direct Motor Breakdown Document of Insurance

## Details of your cover

The cover shown in the following sections are only included if shown on your Van Insurance Statement of Price.

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

\*Limitations apply to misfuelling under European cover

## Policy Wording

### Status disclosure

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

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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

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

### Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

There are different levels of cover available. The cover **you** hold will be set out in the accompanying Statement of Price/Statement of Demands and Needs. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

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

### Cancellation Rights

**For Hastings Direct Premier Van Insurance customers, please read your Premier Van Benefit Booklet for your Hastings Direct Motor Breakdown cover as some Terms and Conditions may differ.**

If **you** find that this cover does not meet **your** needs, please contact Hastings customer service on 0844 879 3018 within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a refund of **your** premium as long as **you** have not made any claims.

If **you** cancel the policy outside the 14 day period, **you** will not receive a refund of **your** premium.

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last known address if:

- **You** fail to pay the premiums;

## Cancellation Rights (continued)

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

**We** may cancel this policy without giving **you** notice if, by law or other reason, **we** are prevented from providing it.

If **we** cancel the policy under this section, **we** will refund the premium paid for the remaining period of insurance, unless **you** have made any claims. **We** can refuse to renew any individual policy.

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

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

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

## Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

### 1. **We, Us, Our**

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

In the Data Protection Act section of this policy '**we**' also means Hastings Insurance Services Limited.

### 2. **Vehicle Policy**

This policy covers breakdown assistance for the specific **vehicle** shown on **your** current Certificate of Insurance. This is the only vehicle that this cover applies to.

### 3. **You, Your, Driver/Rider**

The policyholder named on the Certificate of Insurance or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only help up to seven people, including the driver.)

### 4. **Vehicle(s)**

**Vehicle** means the car, motorcycle or light commercial vehicle which is less than 20 years old (11 years within Europe) and which is:

- no longer than 6 metres;
- no heavier than 3,500 kilograms
- not higher than 3 metres;
- no wider than 2.25 metres
- as shown on **your** Certificate of Insurance and **your** policy schedule.

If the **vehicle you** are travelling in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

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

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

### 5. **Your Home**

The last address (in the UK) **you** gave to Hastings as being where **you** permanently live or where **you** keep **your vehicle**.

## Meaning of words (continued)

### 6. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery; or
- it having no fuel; or
- putting the wrong fuel into it.

### 7. Territorial Limits

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

For European **breakdown** cover (section E only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

### 8. Period of cover

The period of time which the insurance applies to and that is shown on **your** Statement of Demands and Needs .

### 9. Journey:

A trip between **your** home in the UK and a place abroad, within the **territorial limits**. The trip must not be longer than 90 days in a row, or not more than 180 days in total during the **period of cover**.

### 10. Luggage:

Suitcases or other bags that contain personal belongings for **your journey**.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections F and G.

## How to claim

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To get UK emergency help phone:

**0844 879 3048**

**You** may have to pay a charge if **you** use a mobile phone to call this number.

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If **you** need Breakdown Assistance in Europe, please call:

**00 44 1737 815 876**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. **Please text the word "breakdown" to:**

**00 44 07624 808266**

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**You** should have the following information available:

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

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

## How to claim (continued)

### Safety

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

### Help on motorways

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

## Section A – Roadside Assistance

The cover in this section is included in Hastings Direct Premier Van Insurance policies, please refer to your Premier Van Benefit Booklet.

The cover in this section only applies if it is shown on **your** current Statement of Price/Statement of Demands and Needs and if **you** have paid the premium.

### What is covered

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

### What is not covered

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

## Section B – Roadside and Recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on **your** current Statement of Price/Statement of Demands and Needs and if the premium has been paid.

### What is covered

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

**Option 1: Roadside and recovery:** **we** will take the **driver/riders** and up to six passengers, together with the **vehicle**, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one **journey**.

**Option 2: Overnight accommodation:** **we** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a total of £280 per event).

**Option 3: 24-hour UK hire vehicle:** **we** will pay (up to £100) for a hire vehicle (with an engine of up to 1600cc for up to 24 hours). **You** will be responsible for returning the hire vehicle and collecting **your** repaired vehicle. **You** must meet the conditions of the hire company to be able to hire a vehicle.

## Emergency Driver:

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

## What is not covered

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

## Section C – Home Service

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

## What is covered

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

## What is not covered

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

## Section D – Misfuelling in the UK

**The cover in this section is included in Hastings Direct Premier Van Insurance policies, please refer to your Premier Van Benefit Booklet.**

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

## What is covered

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

## What is not covered

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

## Section E – European Breakdown

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

### General notes relating to Europe

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

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

### E1 - Before travel abroad starts

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

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

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

### What is not covered

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

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

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

- Photocard driving licence and supporting documents
- Insurance documents
- MOT certificate
- Logbook (V5 registration document)
- If **you** do not own the **vehicle**, confirmation that **you** have the owner's permission to drive it.

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

## E3 - Delivering replacement parts

### What is covered

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

### What is not covered

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

## E4 - Not being able to use your vehicle

### What is covered

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

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

### What is not covered

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

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

### What is covered

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

### What is not covered

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

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

### What is covered

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

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

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

### What is not covered

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

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

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. Any **breakdown** or recovery outside the **period of cover**.
6. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
7. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
8. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
9. Any toll or ferry fees incurred by the **driver/riders** or the driver of the recovery vehicle.
10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
12. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
13. Loss or damage to personal possessions **you** leave in **your vehicle**.
14. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
15. Any costs for **vehicles** that have broken down or were not safe to drive/ride when cover was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver/riders** is not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel.
17. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place **we** will only recover to one address in respect of any one **breakdown**.
18. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.

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

19. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
21. Recovering the **vehicle** when it is carrying more than a **driver/riders** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
22. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 6 metres, higher than 3 metres or wider than 2.25 metres.
23. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
24. **We** will not be responsible for any goods the **vehicle** is carrying and it is **your** responsibility to organise the recovery or removal of these goods.
25. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a **journey** and this affects **your** safety.
26. Any claim that comes from:
  - any person driving/riding the **vehicle**, if **you** know they do not have a valid licence to drive/ride in the UK; or
  - any person driving/riding the **vehicle**, if they are not authorised by **you** to drive/ride the **vehicle** or are not keeping to the conditions of their driving licence.
27. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
28. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
29. Loss or damage caused by war, revolution or any similar event.
30. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
31. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
32. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.

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

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be under 20 years old since first registration (11 years since first registration if **you** want help within Europe - Section E).
2. **We** can ask for proof of outbound and inbound travel dates
3. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** are abusive to **our** rescue controllers or **our** emergency operators.
5. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
6. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** recovery specialist. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.

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

7. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
8. **You** will have to pay the cost of moving the **vehicle** or a repair vehicle coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way.
9. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
10. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
11. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
12. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. (**You** must make the payment by credit or debit card).
13. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive/ride the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be taken to a suitable facility to enable a permanent repair to be carried out.
14. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
15. **You** will have to pay for any parts or other products used to repair the **vehicle**. **You** must make the payment by credit or debit card.
16. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
17. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than five claims in total for a **vehicle** policy. If **you** need **our** help more than the number of claims allowed on **your** policy in a 12-month period of cover or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit or debit card number before **we** help **you**.
18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
19. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs due in recovering and repairing **your** vehicle.
20. **We** cannot guarantee that hire vehicles will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire vehicle company to hire a vehicle.
21. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
22. No refund will be given unless the cancellation is within the 14 day cooling off period.
23. This policy will be automatically cancelled if **your** Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period.

## Caring for our customers

### See page 4 for details

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

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

### See page 4 for details

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

## Financial Services Compensation Scheme (FSCS):

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

### See page 4 for details

## Data Protection Act

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

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

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

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

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever reveal it to another person if:

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

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

## Alternative Format

Please contact **us** on **0844 879 3018** if **you** would like a copy of these terms and conditions in alternative format such as large print or audio disc.

# Personal Accident Insurance & Auto Extra/Road Rage Cover for Small Commercial Vehicles

keyfacts®

## About this document

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the Evidence of Cover document.

## Insurer

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.

## Type of insurance and cover

Canopus Managing Agents Limited offers Personal Accident Auto Extra & Road Rage insurance cover for Small Commercial Vehicles

## The Cover

If an insured person suffers bodily injury whilst driving 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

## Additional benefits in the event of a road rage assault or "car jacking"

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 is £140,000

## Significant Policy Exclusions and Limitations

Personal Accident - We will not pay the following:

- Any amount over the accident accumulation limit.
- 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.

We will not pay the following in the event of a road rage assault or "car jacking":

- Hospital daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in hospital.
- Emergency dental treatment for the first £25 of each and every loss

We will not pay a claim if an insured person:

- has attained 80 years of age.
- is not normally resident in the United Kingdom.
- is using the vehicle for hire or reward, racing competitions, rallies, trials, speed testing or in connection with the motor trade.
- Is riding a motorcycle or moped.
- Deliberately exposes themselves to exceptional danger (except in an attempt to save human life), or the insured persons own criminal act, or is under the influence of alcohol or drugs.
- Commits or attempts to commit suicide or intentionally inflicts self injury, while sane or insane.

This insurance runs concurrently with your Motor Insurance Policy. In the event of cancellation or non-renewal of your Motor Insurance Policy, all cover under this insurance shall cease.

## Period of insurance

The insurance offered is normally a 12-month contract, which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

## Cancellation

You may cancel the insurance at any time by providing instruction to your broker. This insurance runs concurrently with your Motor Insurance Policy. In the event of cancellation or non-renewal of the Motor Insurance Policy all cover under this insurance shall cease. However, unless it is cancelled within the 14 day withdrawal period, there will be no refund of premium.

## Your right to change your mind

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

## How to claim

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: +44 (0) 1608 641351 Fax: +44 (0) 1608 641176

Email: [enquires@rogerrich.co.uk](mailto:enquires@rogerrich.co.uk)

You must report any claim as soon as possible.

## Language and Law applying to the insurance

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, English law will apply to this insurance.

### Caring for our Customers

#### See page 4 for details

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, please refer to the complaints procedure below.

The first step is to write to the Chief Executive of 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 are 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 & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN.

Tel: 0207 327 5693. E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

#### See page 4 for details

These procedures do not affect your right to take legal action if necessary.

### Financial Services Compensation Scheme (FSCS)

If Canopus Managing Agents Limited is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS.

#### See page 4 for details

# Personal Accident Insurance & Auto Extra/Road Rage Cover for Small Commercial Vehicles

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** have 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, minibuses, 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** statement of demands and needs 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. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers death or disability that happens during any period of insurance for which **you** have 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.

**Language:** This Insurance is written in English and all communications about it will be in English.

**Governing Law:** The cover referred to in this Policy is subject to English Law

## Customer satisfaction – our promise to you

### See page 4 for details

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** are 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 & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent. ME4 4RN Tel: 0207 327 5693. E-mail: complaints@lloyds.com.

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

### See page 4 for details

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot 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.

**Insurer: Canopus Managing Agents Limited**

**Period of insurance:** This policy runs alongside **your** small commercial vehicle 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: +44 (0) 1608 641351 Email: enquires@rogerrich.co.uk

## Meaning of words

The words and phrases below have the meanings shown whenever they appear in this document.

<b>Accident</b>	means a sudden, unexpected, violent and external specific event which happens during the time of cover, at an identifiable time and place and which causes <b>bodily injury</b> .
<b>Assault</b>	means a sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause <b>bodily injury</b> at an identifiable time and place following a road incident within the <b>territorial limits</b> .
<b>Bodily Injury</b>	means an identifiable physical injury to an <b>insured person's</b> body, caused directly and solely by an <b>accident</b> or <b>assault</b> and independently of illness, or disease or any other cause except illness directly resulting from that physical injury which results in an <b>insured person's</b> death or disability within 12 months of the date of the <b>accident</b> .
<b>Canopus Managing Agents Limited</b>	<b>Canopus Managing Agents Limited</b> 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.
<b>Car-jacking</b>	means the unlawful theft or seizing of the <b>insured vehicle</b> by violence and force whilst an <b>insured person</b> occupies it.
<b>Doctor</b>	means a legally-qualified medical practitioner other than <b>you</b> , <b>your</b> partner or a member of <b>your</b> immediate family.
<b>Emergency Dental Treatment</b>	means emergency treatment to sound and natural teeth within 7 days of the incident.
<b>Europe</b>	means any country which is a member of the European Union and to any other country which agrees to follow European Union directives on motor insurance and is approved by the commission of the European Union and Croatia, Iceland, Norway, Switzerland and Liechtenstein. This cover only applies if your permanent home is in the United Kingdom; and <b>your</b> visit to such countries is temporary.
<b>Hospital</b>	means 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>	means <b>you</b> and any other person entitled to drive the <b>insured vehicle</b> and passengers(s).
<b>Insured Vehicle</b>	means any small commercial vehicle defined in <b>your</b> current Motor Insurance Policy Certificate and schedule.
<b>Loss of Hearing</b>	total and permanent <b>loss of hearing</b> .
<b>Loss of Limb(s)</b>	means the loss of a hand or foot by physical severance or total <b>loss of use</b> of an entire hand or foot.
<b>Loss of Sight</b>	means the permanent and total <b>loss of sight</b> which <b>we</b> consider as having happened: <ul style="list-style-type: none"><li>• in both eyes, if an <b>insured person's</b> 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 <b>insured person</b> 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 <b>loss of speech</b> .
<b>Loss of Use</b>	the total and irrecoverable <b>loss of use</b> where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.
<b>Permanent Total Disablement</b>	means disablement which entirely prevents an <b>insured person</b> 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 <b>doctor</b> , shows no sign of ever improving.
<b>Territorial Limits</b>	means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and up to 90 days in <b>Europe</b> during the <b>period of insurance</b> .

## Meaning of words (continued)

**We, us, our** means **Canopus Managing Agents Limited**.

**You, your** means the policyholder.

## The Cover

If an **insured person** suffers **bodily injury** whilst driving 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:

<b>Insured Event</b>	<b>Benefit</b>	<b>Excess</b>
1 Accidental Death (reduced to £7,500 if the Insured Person is below 16 years of age)	£20,000	£0
2 Total and irrecoverable <b>Loss of sight</b> in one or both eyes	£20,000	£0
3 <b>Loss of a limb or limbs</b>	£20,000	£0
4 <b>Loss of hearing</b>	£20,000	£0
5 <b>Loss of speech</b>	£20,000	£0
6 <b>Permanent total disablement</b>	£20,000	£0

### Additional benefits in the event of a road rage assault or “car jacking”

7 Hospital daily cash benefit in the event of <b>assault</b>	£100 a day	£0
8 <b>Emergency dental treatment</b> in the event of <b>assault</b>	up to £250	£25
9 Five sessions of stress counselling following a claim for <b>bodily injury</b>	-	£0

The maximum accumulation limit for any one **accident** shall be £140,000

Subject to the following exclusions and conditions.

## Exclusions

**We** will not pay the following:

- Any amount over the accident accumulation limit.
- **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 persons** 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.
- 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.

## Exclusions (continued)

- Provoked **assault** or fighting (except in bona fide self defence).
- Any matrimonial or family dispute.

## 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. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post-mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

### 2. Fraudulent claims

**You** must not act in a fraudulent manner. If **you** or any **insured person**, or anyone acting on **your** or their behalf

- mislead **us** in any way; or
- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- submit a document in support of a policy or claim knowing the document to be forged or false in any respect; or
- make a claim caused by **your** wilful act

Then **we**

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

### 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** will 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 your broker within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. **We** will refund **your** premium in full so long as a claim has not been paid and a claim is unlikely to be made.

### 6. Cancellation rights

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

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

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

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

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

- If **you** or **we** cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If **you** or **we** cancel the policy at any other time no refund of the premium paid for this product will be given

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

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

**Instalments**

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

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

## Introduction

This Policy Summary does not describe the full terms and conditions of the cover, so please take time to read the Policy Wording to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Statement of Demands and Needs.

Your cover is valid for one year or until the expiry of your motor insurance policy if this is sooner.

## Insurer

This insurance is arranged by Hastings Direct and is underwritten by Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England number 04434499.

Hastings Direct and Jubilee Managing Agency Limited are authorised and regulated by the Financial Conduct Authority and entered on its register under numbers 311492 and 226696. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting them on 0845 606 1234.

## Significant Features and Benefits

This insurance provides you with cover for a replacement car or van for up to 28 days in the event of fire, theft, attempted theft or an incident of vandalism where your vehicle is rendered undriveable or an accident which is your fault where the vehicle is damaged beyond repair.

- The replacement vehicle will be an equivalent engine capacity to your own vehicle, but not exceeding 1,400cc (car) or 3.5 tonnes (standard commercial vehicle).
- The replacement car will be provided anywhere in England, Wales, Scotland and Northern Ireland.
- Free delivery and collection of the replacement vehicle will be provided.
- Up to two claims are allowed during the policy period.
- Helpline – We provided a 24 hour, seven days a week helpline service

## Significant Exclusions or Limitations

The policy does not cover:

- Claims arising from an accident which is not your fault.
- Any person who does not meet the hire firm's standard terms and conditions of hire.
- Hire charges incurred before our acceptance of your claim.
- Any claim where the insured vehicle was being used for hire or reward, racing, rallies or competitions.
- Taxi driver, private hire drivers, self drive hire operators and motor traders unless the replacement vehicle is for personal use only.
- Any location outside the geographical limits of England, Wales, Scotland and Northern Ireland.

## Making a Claim

Claims under this insurance are managed by Direct Group Limited. If you need to make a claim for a replacement car due to an insured incident, then please contact the helpline which is staffed by Ai Claims Solutions (UK) Ltd on 0844 856 8997.

The following information will be required:

- Policy reference as above.
- Your name.
- Your address.

## Cancellation

We hope that you are happy with the cover this policy provides. However, you have the right to cancel the policy at any time by contacting Hastings Direct.

You have 14 days from the start date of this policy or the date you receive your policy documents (whichever is the later) to cancel the cover and receive a full refund of premium, subject to no claims being made. You may cancel at any other time, however no premium paid will be refunded.

To cancel the policy, please contact Hastings Direct, Customer Service Department, Rosalind Franklin House, Fordham Road, Newmarket, Suffolk CB8 7XN. Tel: 0844 879 3018. Email: [ancillaries@hastingsdirect.com](mailto:ancillaries@hastingsdirect.com)

### How to Make a Complaint

**If your complaint relates to the sale of your policy – please see page 4 for details**

Please contact: Customer Relations, Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire DN4 5PL. Tel: 0844 856 8999. Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

If you are 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. Facsimile: 020 7327 5225. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Lloyd's may be referred to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800.

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

cheme if they are unable to meet their obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsocken Street, London E1 8BN) by phone on 0800 678 1100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

This policy is written in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

**See page 4 for details**

# Substitute Vehicle Policy Wording

**Your policy** has been arranged by Hastings Direct and is underwritten by Jubilee, Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England No. 04434499.

Claims are managed on behalf of the **insurer** by Direct Group Limited who have appointed Ai Claims Solutions (UK) Limited to deal with any claims covered by the **policy** on their helpline: Tel 0844 856 8997.

Hastings Direct, Jubilee Managing Agency and Direct Group are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting them on 0845 606 1234.

## What is a Substitute Vehicle – How it can help?

Even if **you** are comprehensively insured **your** motor insurer may not provide **you** with a replacement vehicle in the event of a road accident, vehicle fire or the theft of **your insured vehicle** leaving **you** without suitable transport. Where a replacement vehicle is provided, it will generally be only a small courtesy car provided by the repairer.

This policy provides **you** with a **substitute vehicle**, where **your insured vehicle**:

- is rendered **undriveable** following theft, attempted theft, fire or vandalism; or
- is written off or damaged beyond economical repair in the event of a road traffic accident which is **your** fault.

The **substitute vehicle** will be provided to **you** by the **hire firm** and the **policy** covers **you** for the **vehicle hire costs**, which are not recoverable from any **third party**, allowing **you** to continue **your** daily life without unnecessary inconvenience.

## Making a Claim

If **you** need to make a claim for a **substitute vehicle** due to an **insured incident** then please call the helpline on **0844 856 8997**. Lines are open 24 hours a day throughout the year.

If **you** have a valid policy in place and the claim is due to an insured incident, **you** will 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:

- Policy number
- **Your** name
- **Your** address

If **your insured 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, if applicable.

If **we** accept **your** claim, **we** will arrange for the delivery to **you** of a suitable **substitute vehicle**, which **you** can use for the **hire period**.

## Definitions

All through **your** policy there are certain words printed in **bold**. These words have special meanings which are shown below.

<b>Enterprise</b>	Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.
<b>Geographical Limits</b>	England, Wales, Scotland and Northern Ireland.
<b>Hire Firm</b>	Ai Claims Solutions (UK) Limited, Indemnity House, Sir Frank Whittle Way, Blackpool, FY4 2FB.

## Definitions continued

<b>Hire Period</b>	The period from the date a <b>substitute vehicle</b> is delivered to <b>you</b> until the date when <b>you</b> receive a settlement in respect of the value of the <b>insured vehicle</b> or the date on which the <b>insured vehicle</b> is repaired or replaced under the terms of <b>your motor insurance policy</b> or recovered in the event of theft, subject to a maximum of 28 days in any event.
<b>Insured Incident</b>	<ul style="list-style-type: none"><li>• A road traffic accident which is <b>your</b> fault, damage by fire or vandalism, or attempted theft within the <b>geographical limits</b> that renders the <b>insured vehicle</b> a total loss (a write off) or <b>undriveable</b>, as determined or accepted by the <b>insurer</b>, the <b>third party insurer</b> or by a garage who is a member of the Vehicle Builders &amp; Repairers Association (VBRA) or Motor Vehicle Repairers Association (NVRA) or another similar recognised body); and</li><li>• Theft of the <b>insured vehicle</b> within the <b>geographical limits</b> where the <b>insured vehicle</b> is not recovered.</li></ul> <p>Please note <b>you</b> will be required to provide <b>your</b> crime reference number for all theft or attempted theft claims.</p>
<b>Insured Person</b>	<b>You</b> and any other person driving the <b>insured vehicle</b> with <b>your</b> permission and under the cover of <b>your</b> motor insurance providing they satisfy the <b>hire firm's</b> standard terms and conditions of hire in force at the date of the <b>insured incident</b> .
<b>Insured Vehicle</b>	The vehicle specified in the motor <b>insurance policy</b> issued with this <b>policy</b> .
<b>Insurer/We/Us/Our</b>	Jubilee Insurance, Lloyd's Syndicate 5820. Jubilee Managing Agency Limited is authorised and regulated by the Financial Conduct Authority and entered on its register under number 226696.
<b>Micro-Enterprise</b>	An <b>enterprise</b> which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.
<b>Motor Insurance Policy</b>	The Hastings Direct motor insurance policy that has been issued to <b>you</b> for the insured vehicle.
<b>Period of Insurance</b>	12 calendar months from the start date of this <b>policy</b> , or until the next expiry date of <b>your motor insurance policy</b> , whichever period is the less. In the event of cancellation or non-renewal of <b>your motor insurance policy</b> , all cover under this policy shall cease.
<b>Policy</b>	This policy of insurance.
<b>Substitute Vehicle</b>	A replacement car or standard commercial vehicle having an equivalent engine capacity to the <b>insured vehicle</b> but not exceeding 1,400cc in any event or (where the <b>insured vehicle</b> is a standard commercial vehicle) a standard commercial vehicle of equivalent specification to the insured vehicle but not exceeding 3.5 tonnes in any event.
<b>Third Party</b>	The other person(s) and/or party(s) responsible for the <b>insured incident</b> , excluding any <b>insured person</b> .
<b>Undriveable</b>	Damaged in a manner which (albeit temporarily) renders it unfit for lawful use on a public highway within the <b>geographical limits</b> .
<b>Vehicle Hire Cost</b>	The cost of hiring a <b>substitute vehicle</b> for one continuous hire period.
<b>You/Your</b>	Any <b>insured person</b> .

## What is Covered?

1. Where the **insured vehicle** has been damaged beyond economical repair as a result of an **insured incident** arising during the **period of insurance**, subject to the terms and conditions, **we** will arrange for the supply to **you** of a **substitute vehicle** for the duration of the **hire period** and **we** will pay the **vehicle hire costs** provided that hire has been arranged by **us** through the **hire firm**.
2. 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**.
3. **You** may ask for the **substitute vehicle** to be delivered to **you** at any convenient place within the **geographical limits**.
4. A maximum of 2 claims can be made during the **period of insurance**.

## General Conditions and Exclusions

1. **We** will not be able to supply a **substitute vehicle** to 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**.
2. **We** will not pay **vehicle hire costs** incurred before our acceptance of a claim.
3. In the event of theft, attempted theft of, or vandalism to, the **insured vehicle**, **you** must, when reporting to **us**, provide **us** with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
4. The **insured incident** must be reported under **your own motor insurance policy**.
5. **We** will select a **hire firm** for **you**, and arrange for them to supply a **substitute vehicle** suitable for **your** needs and availability.
6. **We** will not supply a **substitute vehicle** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for **your** personal use only.
7. **We** will not supply a **substitute vehicle** where the **insured vehicle** is used for racing, rallies or competitions.
8. **We** will not supply a **substitute vehicle** where there is any allegation that the **insured incident** arose at a time when the **insured person** had consumed alcohol or illegal drugs.
9. **We** will not be liable for the cost of fuel, fares, fines or fees relating to the **substitute vehicle** whilst in **your** possession.
10. **We** will not be liable for any further hire charges due after the **hire period**.
11. **You** must keep us fully informed at all times of all matters relating to the **insured incident** and in particular must notify **us** immediately if the **insured vehicle** is repaired or replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.
12. This policy is written in English and all communications about it will be in English.
13. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
14. If a claim is made which **you** or an **insured person**, or anyone acting on **your** behalf, knows is fraudulent or exaggerated, **we** will not pay **your** claim and cover under **your** insurance will end without any return of premium.

## Cancellation rights

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

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

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

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

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

- If **you** or **we** cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If **you** or **we** cancel the policy at any other time no refund of the premium paid for this product will be given

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

- If **you** have made a claim during the period of insurance.

**Instalments**

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

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

## **How to Make a Complaint**

**If your complaint relates to the sale of your policy – please see page 4 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: 0844 856 8999. Email: customer.relations@directgroup.co.uk

If **you** are 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. Facsimile: 020 7327 5225. Email: complaints@lloyds.com.

Complaints that cannot be resolved by Lloyd's may be referred to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800.

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**

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 (7th Floor Lloyd's Chambers, Portsofen Street, London E1 8BN) by phone on 0800 678 1100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

**See page 4 for details**

**£500.00 of cover is included in Hastings Premier Van Insurance Policies, please read your Hastings Premier Van Benefit Booklet.**

## Introduction

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

## Insurance

This insurance policy has been arranged by Direct Group Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited.

Your cover is valid for the remaining duration of your commercial motor vehicle insurance policy or twelve calendar months, whichever is less.

Insurer: UK General Insurance Limited on behalf of Ageas Insurance Limited

## About this Policy - Cover

This policy provides cover for up to £500, £2500 or £5000 (depending on the premium paid) in the event that property belonging to you or for which you are responsible is lost, destroyed or damaged whilst being loaded upon, carried by, temporarily housed upon or being unloaded from your vehicle.

Cover chosen will be shown on your statement of demands and needs.

- Cover extends to such incidents occurring in the United Kingdom including the Channel Islands, Isle of Man and the Republic of Ireland (including sea transits between these territories).
- Claims are subject to an excess of £100

## Significant Exclusions or Limitations

**The policy does not cover:**

- 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;
- damage to property arising as a result of packing which was inadequate to withstand normal handling during transit;
- damage or loss where the insured vehicle is left unattended/unchecked for a period exceeding 48 hours.

## Policy 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.

## 2. Vehicle security requirements

**Unattended vehicle:** If the insured vehicle is left unattended we will not accept any claim for theft unless:

- all doors, windows and other openings are closed and securely locked with any additional security measures having been activated; and
- 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.

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.

## Cancellation Right

**For Hastings Premier Van Insurance customers, please read your Hastings Premier Van Benefit Booklet for your Tools in Transit as some Terms and Conditions may differ.**

This insurance is optional and you have a right to cancel your policy during a period of 14 days from the start date of the policy or the day on which you receive your policy document, whichever is the later. If you wish to cancel during this period, you will be entitled to a full refund of any premiums paid providing you have not made a claim, by contacting Hastings Direct on 0844 879 3018. You can also cancel your policy at any other time by calling Hastings Direct however you will not receive any refund of premium.

We reserve the right to withdraw, cancel or vary the cover provided and/or to alter the rates of premium charged. We will give at least 30 days written notice to you for any changes in relation to increases in premiums or reductions in what you are covered for under your policy. Notice will be served at your last known address. Our cancellation will not affect our liability for events before cancellation, which may give rise to a claim. Providing the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period of insurance.

## Making a Claim

Call the Claims helpline on 0844 856 8995, lines are open 9am to 5pm Monday to Friday, excluding bank holidays.

The following information will be required:

- Policy reference.
- Your name.
- Your address.

## How to Make a Complaint

See page 4 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: 0844 800 3844

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 administrators at; Customer Relations Team, PO Box 1193, Doncaster, DN1 9PW or [Customer.relations@directgroup.co.uk](mailto:Customer.relations@directgroup.co.uk). Telephone: 0844 856 8995. 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, South Quay Plaza, 183 Marsh Wall, Docklands, 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.

## Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

See page 4 for details

# Tools in Transit Policy Wording

**£500.00 of cover is included in Hastings Premier Van Insurance Policies, please read your Hastings Premier Van Benefit Booklet.**

## Your Insurance

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

Direct Group Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Direct Group under registration number 307332 and UK General Insurance Limited under 310101. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

If **You** have paid the premium as shown in **Your Statement of Demands and Needs**, **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 property insured occurring during the **Period of Insurance**.

Please take time to read this Policy especially the section titled 'How to Make a Claim'.

This **Policy** and **Your Statement of Demands and Needs** 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**
- **You** are a UK resident with a permanent UK address

## Meaning of words

The following words or phrases have the same meaning wherever they appear in **Your Policy**.

<b>Administrator</b>	Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the insurer.
<b>Employees</b>	Any person under a contract of service with <b>You</b> , or any self employed individual providing <b>You</b> with labour only, or any person hired to or borrowed by <b>You</b> .
<b>Excess</b>	The first £100 which <b>You</b> are required to pay for each and every incident which results in a claim.
<b>Geographical Limit</b>	Unless stated otherwise the <b>Policy</b> 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 <b>Your</b> claim. For example any loss of earnings resulting from damage to the <b>Property</b> .
<b>Insured Vehicle</b>	The motor vehicle insured under the <b>Motor Insurance Policy</b> 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 <b>Policy</b> that has been issued to <b>You</b> for the <b>Insured Vehicle</b> .

<b>Period of insurance</b>	This <b>Policy</b> will run concurrently with <b>Your Motor Insurance Policy</b> for a maximum of 12 months. If <b>You</b> arranged this <b>Policy</b> after the <b>Start Date</b> of <b>Your Motor Insurance Policy</b> , cover will be provided from the date <b>You</b> bought it and will end on the expiry date of <b>Your Motor Insurance Policy</b> , as detailed on the certificate of motor insurance. If <b>You</b> cancel <b>Your Motor Insurance Policy</b> this policy will automatically terminate.
<b>Policy</b>	The documents consisting of <b>Your</b> policy wording and <b>Your Statement of Demands and Needs</b> .
<b>Statement of Demands and Needs</b>	The document which describes to <b>You</b> the level of cover <b>You</b> have purchased and any other details of <b>Your Policy</b> that are specific to <b>You</b> .
<b>Property</b>	Goods, equipment, and/or merchandise belonging to <b>You</b> or for which <b>You</b> are responsible, and which are incidental to <b>Your</b> business or other activities. e.g. portable hand tools or portable power driven tools, which are used or required during the course of <b>Your</b> insured business activities within the <b>Geographical limits</b> .
<b>Start Date</b>	The date shown in <b>Your Statement of Demands and Needs</b> which is the date from which <b>You</b> are covered under the Policy.
<b>Sum Insured</b>	£500, £2,500 or £5,000 (the sum insured will have been selected by <b>You</b> and will be shown on <b>Your Statement of Demands and Needs</b> ), being the maximum amount payable by <b>Us</b> in respect of any one claim and in aggregate for all claims made during any <b>Period of Insurance</b> .
<b>Unattended</b>	Not within <b>Your</b> or an Employees sight and not within <b>Your</b> or an <b>Employees</b> reach at all times.
<b>We/Us/Our</b>	UK General Insurance Ltd on behalf of Ageas Insurance Limited.
<b>You/Your</b>	The insured person named as the policy holder in the <b>Motor Insurance Policy</b> .

## 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 Statement of Demands and Needs**.

### 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 shall not be liable for:

1. any **Excess**;
2. loss of sheets, ropes, packing materials, damaged securing chains or toggles;
3. loss of market, loss of profits, delay, or any **Indirect Loss**.
4. **Money** and securities;
5. jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video or electrical equipment belonging to **You** or **Your Employees**.
6. Property carried by or dispatched by **You** for hire or reward;
7. damage to **Property** arising as a result of packing which was inadequate to withstand normal handling during transit;
8. 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;
9. **Property** forming part of or attaching to the **Insured Vehicle**;
10. damage or loss where the **Insured Vehicle** is left unattended/unchecked for a period exceeding 48 hours;
11. claims that arise from **Your** negligent act.
12. for **Property** whilst been towed on its own wheels or been driven under its own motive power.
13. 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**.

- Wear and tear, maintenance and gradually operating causes
- 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 Make a Claim’).

### Law

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

### Data Protection

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

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us** upon payment of a fee.

## 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 in valid 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 make a claim

**We** hope **You** won't suffer any misfortune that would result in **Your** making a claim, but if **You** do, please follow this process;

1. Please read **Your Policy** to check that the cause of the claim is covered.
2. Contact the **Administrator** on 0844 856 8995 as soon as reasonably possible.
3. The **Administrator** will provide **You** with a list of the documents or evidence that is required.
4. **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.
5. In the event of a theft **You** must report the incident to the police within 24 hours of discovery.
6. 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 the insurer.

## Cancellation rights

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

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

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

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

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

- If **You** or **We** cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If **You** or **We** cancel the policy at any other time no refund of the premium paid for this product will be given

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

- If **You** have made a claim during the **Period of Insurance**.

### Instalments

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

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

## How to Make a Complaint

See page 4 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: 0844 800 3844

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 **Administrators** at; Customer Relations Team, PO Box 1193, Doncaster, DN1 9PW or [Customer.relations@directgroup.co.uk](mailto:Customer.relations@directgroup.co.uk). Telephone: 0844 856 8995. 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, South Quay Plaza, 183 Marsh Wall, Docklands, 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 page 4 for details

## Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

See page 4 for details

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

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768.

## Cover Provided

1. Cover is provided for the excess that you would have been responsible for following the successful settlement of any physical damage claim for your vehicle by your motor vehicle insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would have to pay, which is the first amount of any claim, shown in the schedule under own damage of your motor insurance policy. Only when the excess of the current and valid motor insurance policy is exceeded will this excess protect policy respond to its full value.

## 3. Coverage limits available

- a) £250 in any one policy period
- b) £500 in any one policy period
- c) £750 in any one policy period

Please refer your statement of demands and needs for your annual aggregate coverage limit, for the policy level you have chosen.

## Cooling off period

You have the right to cancel this policy within 14 days of receiving the policy, without giving any reasons, by sending written notice within the first 14 days of the policy, or (if later) within 14 days of you receiving the insurance documents. Providing you have not made a claim on the policy any premium will be refunded in full.

## Type of Insurance

This policy is an excess protection insurance policy.

## Period of Insurance

Your cover begins on the start date shown in your statement of demands and needs and continues for the remaining duration of the policy to which this policy is annexed, or twelve calendar months, which ever is the lesser.

## General conditions applicable

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

The excess protection policy will continue to respond for the period of the insurance or until your chosen level of indemnity on this excess protection policy is exhausted; whichever comes first.

1. Unless the period of insurance start date is equal or within seven days of the associated policy start date confirmed in the confirmation of coverage, the following waiting period will apply to this policy:
  - 30 days for a claim which falls under the heading of vehicle
2. The insurance policies that you have must be current and valid insurance that is provided by an authorised and regulated insurer.
3. The policyholder as stated on your statement of demands and needs must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.
4. Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment, will this policy respond to its full value.
5. Must not be aware of any pending losses on your main policy which will give rise to a claim on this policy.
6. In the event of any misrepresentation or non-disclosure made by you or on your behalf of you in obtaining this insurance, or in support of any claim under this insurance, the policy will be voided from the beginning

## What is not covered (Exclusions)

1. Any claim that your main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on your certificate of insurance or you were in the knowledge that a claim was imminent.
3. Any claim notified to us more than 31 days following the settlement of your claim by your main policy insurer.
4. Any motor claim that involves commercial travel where you are not the sole user driver.
5. Any contribution or deduction from the settlement of your claim against your main insurance policy other than the stated policy excess, for which you have been made liable.
6. Where a third party has waived or reimbursed you and made good which is the first amount of any claim, shown in the schedule under own damage of your motor insurance policy.
7. Any liability you accept by agreement or contract, unless you would have been liable anyway.
8. Any claim that is refused by your main policy insurers to whom you are claiming.
9. Motor insurance policy - you must maintain at all times during the period of this policy a motor insurance policy issued by a UK registered and authorised motor insurer to you in respect of your motor.
10. Any excess claim arising from glass repair or replacement.

## Making a claim:

Your claim will be handled by AXA Assistance (UK) Ltd.

To make a claim we will ask you to submit supporting documentation listed below. It is important you submit all the documentation requested, as we will be unable to process your claim until received.

1. Scheme Code: 10351
  2. Evidence the excess amount has been paid to your motor insurer following your claim
  3. Evidence that your claim with your main insurer has been settled stating that you were at fault.
  4. A copy of your Vehicle Excess Protector Certificate of Insurance or Confirmation of Coverage document.
- Via the internet:

Visit our claims web site: <https://www.excessclaim.co.uk> where you will be able register your claim on line.

Or

- By Phone

Please call AXA Assistance on 01737 826078 to notify your claim. You will receive a claim form to complete and will be asked to send us copies of your documents.

Our internet solution allows you to enter all the necessary details we require to settle your claim. We recommend you use the web link as you will need to post documents to us if you contact us by phone, which could result in delays of your claim being settled.

## Caring for our Customers

### See page 4 for details

If you are still not satisfied with the way a complaint has been dealt with by Hastings or you wish to contact the insurer directly, you should write to: The Quality Manager AXA Assistance (UK) Limited, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR. Tel: 01737 815215.

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

### See page 4 for details

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

## Financial Service Compensation Scheme (FSCS):

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS).

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

### See page 4 for details

# Policy document - Excess Protection Insurance Motor

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768.

## Excess Protection Insurance Motor Period of Insurance:

This policy will be automatically cancelled if **Your** Insurance policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period described below. If **You** wish to cancel this policy, please call the customer service Line on 0844 879 3018.

Unless the **Period of Insurance** start date is equal or within seven days of the associated policy start date confirmed in the confirmation of coverage, the waiting period stated within the general conditions will apply to this policy.

## Who is eligible to purchase this policy?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland,) Channel Islands and the Isle of Man.
2. Any person who have a current and valid UK driving licence, or hold a full internationally recognised licence.

## What makes up this policy?

This policy and **Your** statement of demands and needs must be read together as they form **Your** insurance contract.

## Monetary limits

**We** can insure **You** up to the amount of the sum insured as specified on **Your** statement of demands and needs.

## Cancellation rights

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

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

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

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

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

- If **You** or **We** cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If **You** or **We** cancel the policy at any other time no refund of the premium paid for this product will be given

### No refund of premium will be provided if

- If **You** have made a claim during the **Period of Insurance**.

### Instalments

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

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

## Jurisdiction and law

This Insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 and/or to put the public, or any section of the public, in fear.

This Statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Cover Provided

1. Cover is provided for the excess that **You** would have been responsible for following the successful settlement of any physical damage claim for **Your** vehicle by **Your** motor vehicle insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount **You** would have to pay, which is the first amount of any claim, shown in the schedule under own damage of **Your** motor insurance policy. Only when the excess of the current and valid motor insurance policy is exceeded will this excess protect policy respond to its full value.
3. Coverage limits available:

Bronze	250.00
Silver	500.00
Gold	750.00
4. Please refer to **Your** statement of demands and needs for **Your** annual aggregate coverage limit.

## Meaning of words

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

<b>Annual Aggregate Limit</b>	means the policy will continue to respond for the period of the cover or until <b>Your</b> chosen level of indemnity on the reimbursement is exhausted; whichever ever comes first. Once the annual aggregate limit is exhausted this policy is automatically cancelled and <b>You</b> are then liable for all and any future excess payments as defined in <b>Your</b> main motor insurance policy for the remainder of this period of insurance.
<b>Commercial Travel</b>	means commercial use by sales representatives who has sole use & responsibility for his own company motor.
<b>Excess</b>	means the amount <b>You</b> are responsible for/pay under the terms of <b>Your</b> motor insurance policy
<b>Event</b>	means each claim occurrence during the <b>Period of Insurance</b> .
<b>Imminent claim</b>	means that you are aware and or were in the knowledge of a claim prior to the attachment date of this policy that was to be or had just been reported to <b>Your</b> main policy insurer.
<b>Motor Insurer</b>	means an authorised <b>Motor Insurer</b> . "motor insurance policy" means the insurance policy issued by an authorised <b>Motor Insurer</b> to <b>You</b> in respect of <b>Your</b> motor vehicle.
<b>Named Driver(s)</b>	means drivers in addition to <b>You</b> who are permitted to drive under the terms of <b>Your</b> motor insurance policy.
<b>Period of Insurance</b>	means the period for which <b>We</b> have accepted the premium as stated in <b>Your</b> statement of demands and needs
<b>Vehicle</b>	means a motor <b>vehicle</b> (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers or van being a kind of <b>Vehicle</b> used for transporting goods or groups of people. It is usually a box-shaped <b>vehicle</b> on four wheels, about the same width and length as a large automobile, but taller and usually higher off the ground, also referred to as a light commercial vehicle or LCV or a car (also called a motor bicycle or motorbike) which is constructed with two-wheeled and powered by an engine, of which <b>You</b> are the owner or which <b>You</b> are authorised to drive.
<b>Waiting Period</b>	means a period of time, in this instance 30 days from the date confirmed in <b>Period of Insurance</b> of this policy, any incidents reported to <b>Your</b> main policy, to which <b>You</b> have an excess that <b>You</b> are responsible for, will not be reimbursed.
<b>Waived or Reimbursed</b>	means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of <b>Your</b> motor insurance policy.
<b>We/Us/Our</b>	means Inter Partner Assistance SA and AXA Assistance (UK) Limited: both members of the AXA Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.
<b>You/Your/ Insured Person</b>	means the person whose name appears at the top of <b>Your</b> certificate of motor insurance

## General conditions applicable

**You** must comply with the following conditions to have the full protection of **Your** policy.

The excess protection policy will continue to respond for the period of the insurance or until **Your** chosen level of indemnity on this excess protection policy is exhausted; whichever comes first.

1. Unless the period of insurance start date is equal or within seven days of the associated policy start date confirmed in the confirmation of coverage, the following **Waiting Period** will apply to this policy:
  - 30 days for a claim which falls under the heading of **Vehicle**
2. The insurance policies that **You** have must be current and valid insurance that is provided by an authorised and regulated insurer
3. The policyholder as stated on the certificate of insurance or confirmation of coverage document must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **Excess**.
4. Only when the **Excess** of the current and valid main insurance policy is exceeded and following the successful claim payment, will this policy respond to its full value.
5. **You** must not be aware of any pending losses on **Your** main policy which will give rise to a claim on this policy.
6. In the event of any misrepresentation or non-disclosure made by **You** or on **Your** behalf of **You** in obtaining this insurance, or in support of any claim under this insurance, the policy will be voided from the beginning.

## What is not covered (Exclusions)

1. Any claim that **Your** main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this insurance as shown on **Your** certificate of insurance or **You** were in the knowledge that a claim was imminent.
3. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** main policy insurer.
4. Any motor claim that involves commercial travel where **You** are not the sole user driver
5. Any contribution or deduction from the settlement of **Your** claim against **Your** main insurance policy other than the stated policy **Excess**, for which **You** have been made liable.
6. Where a third party has waived or reimbursed **You** and made good which is the first amount of any claim, shown in the schedule under own damage of **Your** motor insurance policy.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway
8. Any claim that is refused by **Your** main policy Insurers to whom **You** are claiming.
9. Motor insurance - **You** must maintain at all times during the period of this policy a motor insurance policy issued by a UK registered and authorised motor insurer to **You** in respect of **Your** Motor.
10. Any excess claim arising from glass repair or replacement.

## Conditions Applicable

1. Right of recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
2. Other Insurance - If **You** were covered by any other insurance for the **Excess** payable following the incident, which resulted in a valid claim under this Policy, **We** will only pay **Our** share of the claim.
3. Reasonable precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
4. Keeping to the terms of this policy - **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the excess protection insurance policy, as far as they apply.
5. Fraudulent claims - If **You** make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.

## Claims

**Your** claim will be handled by AXA Assistance (UK) Ltd.

To make a claim **We** will ask **You** to submit supporting documentation listed below. It is important **You** submit all the documentation requested, as **We** will be unable to process **Your** claim until received.

1. Scheme Code: 10351
2. Evidence the **Excess** amount has been paid to **Your** motor insurer following **Your** claim
3. Evidence that **Your** claim with **Your** main insurer has been settled stating that **You** were at fault.
4. A copy of **Your** vehicle excess protector certificate of insurance or confirmation of coverage document.

- Via the internet:

Visit **Our** claims web site: <https://www.excessclaim.co.uk> where **You** will be able register **Your** claim on line.

Or

- By Phone

Please call AXA Assistance on 01737 826078 to notify your claim. **You** will receive a claim form to complete and will be asked to send **Us** copies of **Your** documents.

**Our** internet solution allows **You** to enter all the necessary details **We** require to settle **Your** claim. **We** recommend **You** use the web link as **You** will need to post documents to **Us** if **You** contact **Us** by phone, which could result in delays of **Your** claim being settled.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND/OR JEOPARDISE THE PAYMENT OF **YOUR** CLAIM.

### Caring for our Customers

#### See page 4 for details

If **You** are still not satisfied with the way a complaint has been dealt with by Hastings or **You** wish to contact the insurer directly, **You** should write to: The Quality Manager AXA Assistance (UK) Limited, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR. Tel: 01737 815215.

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

#### See page 4 for details

Making a complaint will not affect **Your** right to take legal action

### Financial Service Compensation Scheme (FSCS):

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

#### See page 4 for details

*This is a Policy Summary only and does not contain the full terms and conditions of the contract. Full terms can be found in the Windscreen Policy of Insurance Cover Applicable*

## What is Windscreen & Windows Insurance?

Windscreen & Windows Insurance is a policy underwritten by Markerstudy Insurance Company Limited who are licensed by the commissioner of Insurance under the Insurance Companies ordinance to carry on Insurance business in Gibraltar and regulated by the Financial Conduct Authority for the conduct of UK business (FCA Register Number 206322)

## What does Windscreen & Windows Insurance cover me for?

This insurance provides cover for the vehicle specified by you in respect of:

- Breakage of windows or windscreen glass; and
- Damage to the windscreen which is sufficient to cause the vehicle to fail a Department of Transport MOT test.

## Significant Exclusions or Limitations

- Any claims occurring within 28 days of cover commencing.
- Please refer to your statement of demands and needs for the dates cover is operative.
- A £60.00 excess applies to claims for the replacement of windscreen or window glass (this excess does not apply to repairs).
- The maximum amount payable in any one year of insurance is £300 after the deduction of any excess.
- The maximum amount payable if you do not deal directly with our approved supplier will be limited to £100 per claim after the payment of the excess.

## What happens if I take out cover and then change my mind?

### Policy Cancellation Rights:

**Withdrawal Period:** You have 14 days from the date you received your policy documentation or the start date of the policy (which ever is later) to cancel this policy and receive a full premium refund unless you have made a claim, in which case no refund will be given.

**Cancellation after the Withdrawal Period:** No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please contact our Customer Service Department on 0844 879 3018

This policy will automatically be cancelled if your van insurance is cancelled.

## How do I notify a claim under my Windscreen & Windows Policy?

A free telephone call to the number shown below is all that is required to ensure your claim is handled quickly and smoothly. This number is open 24 hours a day, 365 days a year. **0800 1694 677**

## Features and Benefits

This policy runs concurrently with your van policy when purchased

## **Caring for our Customers**

*See page 4 for details*

In the unlikely event that you remain dissatisfied or you wish to contact the insurer directly, you can write to: Underwriting Director at Markerstudy Insurance Company Ltd., Montagu Pavilion, 8 – 10 Queensway, Gibraltar

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

*See page 4 for details*

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

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

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). Which means that you may be entitled to compensation if they are unable to meet their obligations to you.

*See page 4 for details*

# Windscreen Policy of Insurance Cover Applicable

Subject to payment of the premium, this insurance has been effected between you (the Insured) and Markerstudy Insurance Company Limited and/or its Co - Insurers (the Company). In respect of the vehicle identified on the current Policy Schedule, the Company will insure you during the period of this Insurance against:

1. Breakage of windows or windscreen glass; and
2. Damage to the windscreen, which is sufficient to cause the vehicle to fail a Department of Transport M.O.T. test.

**This insurance is subject to a £60.00 excess:** You must pay the first £60.00 of the cost of any replacement window or windscreen glass. This excess does not apply if your Windscreen or glass is repaired rather than replaced.

## Conditions:

The insurance is subject to the following Conditions:

- a) The insurance applies only to the identified vehicle on your van policy schedule, whilst it is in your ownership and is registered in your name or your company's name.
- b) Unless the Company agrees otherwise this policy will exclude any claim occurring within 28 days of cover commencing, and must be bought in conjunction with your motor policy.
- c) If requested by the Company you will be required to present your vehicle for inspection as soon as is reasonable but in any event prior to the 28th day after your application for cover. The Company's decision as to whether or not to provide the insurance may depend on the inspection of the vehicle, and will be final. If your glass is already damaged at the time of inspection, and you agree to pay for the repair or replacement yourself, our nominated supplier will supply their services at a 35% discount from their standard rate for this work. If the vehicle fails inspection and you do not wish to proceed you can cancel your policy and receive a full refund.

d) **Cancellation Rights:**

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

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

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

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

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

- If you or we cancel the policy within the 14 day withdrawal period a full refund of premium paid for this product will be given
- If you or we cancel the policy at any other time no refund of the premium paid for this product will be given

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

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

### **Instalments**

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

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

- e) For a claim to be valid under the insurance, repairs /replacements must be carried out by our nominated supplier, which may at its own option repair, reinstate or replace windscreen or window glass. Failure to use our nominated supplier will result in a maximum payment of £100 after the deduction of the excess.
- f) This Policy, the Policy Schedule, proof of identity and the vehicle registration document must be produced when making a claim. All damage likely to result in a claim must be reported as soon as possible, by telephoning the Helpline on **0800 1694 677**. No claims will be considered if reported more than thirty days after the expiry of this insurance, regardless of the date on which the damage occurred.
- g) The Company's liability in any one insurance year will be limited to £300 after the deduction of any excess.
- h) Cover applies only within mainland England, Wales or Scotland and, unless the Company has agreed otherwise in writing, is subject to English law.
- i) Failure to pay the premium will invalidate the insurance.

### **About your insurers**

Cover is arranged through Markerstudy Insurance Company Limited and Newline Insurance Company Limited

Markerstudy Insurance Company Limited is an Authorised Insurer licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry on insurance business in Gibraltar and regulated by the Financial Conduct Authority for the conduct of UK business (FCA Register Number 206322)

Newline Insurance Company Limited is authorised and regulated by the Financial Conduct Authority (FCA Register Number 435028)

Several liability notice:

The subscribing insurance obligations under the contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing insurers are not responsible for a subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **Caring for our Customers**

*See page 4 for details*

Disputes concerning this insurance that cannot be resolved with our nominated supplier representative at your nearest depot, should in the first instance be referred to Windscreen Insurance Services Ltd customer care department on **0844 800 0026**. If you are not satisfied with the response from the Windscreen Insurance Services Ltd customer care department please write quoting your policy number to The Underwriting Director Markerstudy Insurance Company Limited, Montagu Pavilion, 8-10 Queensway Gibraltar.

In the event that you remain dissatisfied you may refer the matter to The Financial Ombudsman Service.

*See page 4 for details*

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

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

*See page 4 for details*

**This is an important document and should be kept in a place of safety - not in the vehicle.**



# Hastings DIRECT

Charges to 0844 numbers vary please contact your service provider. Calls may be recorded for our mutual protection.  
Hastings Insurance Services Limited, trading as Hastings Direct. Authorised and regulated by the Financial Conduct Authority.  
Registered in England and Wales number: 3116518.

Registered office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.

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