



# Your Premier van policy

**Hastings** PREMIER

Refreshingly straightforward insurance

## Important numbers

To report an incident or make a claim call us on: **0800 035 4260**

Or from outside the UK call: **00 44 1424 738 585**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim (such as photos of the damage) you can email or write to us:

**Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: Claims department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

### Got questions?

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

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

You can check or change your details and renew your policy online through MyAccount: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Have your policy number handy.

Customer service department: **0800 035 4801**

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

Opening hours: **Monday – Friday 8am – 9pm**

**Saturday 9am – 5.30pm, Sunday 10am – 5pm**

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# Welcome

Thank you for insuring your Vehicle through us. This document explains your insurance Policy; please read it carefully so you understand exactly what you're covered for.

We're one of the UK's leading insurance providers. We arrange and administer your insurance cover, allowing you to choose the best available option to meet your needs.

We're always your first point of contact if you have any questions, want to make changes to your Policy or need to make a claim.

We know making a claim can be stressful so we'll handle things as efficiently as possible, giving you one less thing to worry about. Our claims helpline is open 24 hours a day.

## Legal statements

This policy is a contract between you and the Insurer. Your Insurer's name is shown on your current Certificate of Motor Insurance. Under the Contracts (Rights of Third Parties) Act 1999 no other Third Party has any additional rights under this Policy. The information you gave to us forms part of this contract and is shown on your Statement of Insurance.

You enter into a contract with the Insurer when you agree to take out a Policy on the terms and conditions offered and pay the Premium.

If you've paid, or have agreed to pay, the appropriate price and our arrangement and administration fee, the Insurer will provide insurance under the terms set out in this Policy during the Period of Cover.





This contract will be governed by and interpreted in accordance with English law. We'll communicate in English throughout the course of this contract.

# How to make a claim

We hope you never have an accident or loss, but if you do, we'll make the process as smooth and hassle-free as possible.

## What to do if you have an accident

### Remember STOP

	<b>Stop</b> at the scene of the accident. Never admit blame or offer to pay for damage. Tell us if anyone else admits blame or offers to pay for your repairs.
	<b>Telephone</b> us on <b>0800 035 4260</b> even if you don't want to make a claim. From outside the UK call us on: <b>00 44 1424 738 585</b> .
	<b>Obtain</b> the name, address, phone number and vehicle registration of the other drivers. Give your details in return. Try to get contact details of any witnesses.
	<b>Police</b> call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.

## Your inclusive Motor Legal Expenses Insurance

### Road Traffic Accident related claims 0800 035 4260

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

### Defence of prosecution claims and legal helpline 0344 770 1051

Lines are open 24 hours a day; throughout the year.

## Your inclusive Breakdown Insurance

### Roadside assistance is included in your Hastings Premier policy

To claim 24 hour breakdown help

**In the UK: 0800 035 4781 In Europe: 00 44 1737 815 876**



Save the numbers in your mobile phone, or keep them somewhere safe so you can find them easily.

## Theft, loss or criminal damage

If your Vehicle is stolen or damaged as a result of crime, or if items are stolen from your Vehicle, report it to the police and get a crime reference number.

Please call us within seven days of the incident. It's better to speak to us as soon as you can, while the details of the incident are fresh in your mind. Getting all the facts quickly can also reduce the time and cost involved in dealing with your claim. That's better for you and helps Insurers to keep their prices as low as possible.

## Windscreen and windows claims

Windscreen damage is included in comprehensive cover. The glassline number to call is shown on your schedule and/or Certificate of Motor Insurance. This line is open 24 hours a day, 365 days a year.

## What happens when I call to make a claim?

We'll ask you some questions about what happened and take you through the next steps. If your Vehicle is repairable, a Nominated Repairer will be contacted as soon as possible.

## What are the features of using the Nominated Repairer service?

<b>Repairs</b>	The repairs will be guaranteed for five years.
<b>Authorisation</b>	You don't need to get any estimates so the repairs can begin as soon as your Insurer has authorised them.
<b>Delivery</b>	The repairer can arrange to collect and return your Vehicle.
<b>Payment</b>	Your Insurer will pay the bill. All you need to do is pay your agreed Excess to the repairer before the Vehicle is delivered back to you.
<b>Courtesy vehicle</b>	You'll get a courtesy vehicle while your Vehicle is being repaired (see 'About the courtesy vehicle service' for conditions).

**Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Vehicle's manufacturer, including recycled parts of a similar type and quality to those being replaced.**



### **What's an Excess?**

An Excess is the amount you have to pay towards the first part of any claim you make. You agree the amount of each Excess when you buy the Policy. Details are shown on your schedule of insurance.

### **About the courtesy vehicle service**

- You won't be eligible for a courtesy vehicle if your Vehicle is stolen or considered to be a Total Loss/write-off.
- The courtesy vehicle service is only available if you use your Insurer's Nominated Repairer.
- The courtesy vehicle will be provided by your Insurer's Nominated Repairer.
- The service is only available while your Vehicle is being repaired.
- The courtesy vehicle will usually be a group A vehicle, such as a Ford Fiesta sized van.
- The courtesy vehicle will be automatically insured, at no additional cost, under this Policy. This cover is subject to your Insurer's terms and conditions and normal Policy terms will apply.
- You'll be responsible for the courtesy vehicle and for any charges or fines incurred during the time you use it, including fuel costs, parking fines, motoring offences, fixed penalties and any congestion or toll charges.

### **Drivers with optional substitute vehicle cover**

If you bought substitute vehicle cover as an optional extra when you took out your Policy, you'll be able to make a claim for the cost of a hire vehicle. This only applies if your Vehicle is declared a Total Loss after an accident that was your fault, or after fire or attempted theft. Your payment summary will show whether you've bought this cover and you can find full details in the optional additional products document.

### **Can I choose my own repairer/garage?**

Yes, you can take your Vehicle to a repairer of your choice but if you do so you won't be entitled to the benefits available under the Nominated Repairer scheme.

You'll also need to submit a repair estimate to your Insurer for authorisation before the work can commence, which may delay the progress of your claim and the repairs to your Vehicle.

## When claiming under this policy

You and anyone else covered by the Policy must not make any admission of fault or offer promises, payment or compensation unless your Insurer has agreed it in writing.

When defending or settling a claim, your Insurer is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it's appropriate, your Insurer will be entitled to admit liability, for the costs covered under this Policy, on behalf of you or any person claiming indemnity under the Policy.

Such admissions may be made before or after legal proceedings start.



**Liability** means being legally responsible for something.

**Indemnity** means compensation for loss, damage, injuries or legal costs.



# Information about your contracts of insurance

You enter into two separate contracts when you take out an insurance Policy through us.

1. The first contract is with the Insurer named on your Certificate of Motor Insurance and your Policy schedule, for providing your insurance. They'll charge you a separate Premium for this, including insurance premium tax. Their terms and conditions are set out at the front of this document.
2. The second is with us for arranging and administering your insurance Policy and the inclusive benefits that come with this product. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in the second part of this document.

We provide refreshingly straightforward insurance and great customer service so you can feel confident with the cover you've bought.

Four key documents make up your Policy;

1. This Policy document, which explains how we manage your insurance and tells you what you're covered for.
2. Your Statement of Insurance shows all the information you gave us, on which your cover has been based.
3. Your schedule contains details about you, your Insurer, the Vehicle on the Policy and the cover provided. It also shows you which sections, Excesses and Endorsements apply to you.
4. Your Certificate of Motor Insurance gives details of who can drive your Vehicle, what it can be used for and the Period of Cover.

It is important you read all of these documents plus your cover summary carefully. Also take a minute now to check your Statement of Insurance to make sure you have the right level of cover for your needs and all the details are correct.



## **What do you mean by 'my Insurer'?**

We act on behalf of the Insurer named on your Certificate of Motor Insurance  
We arrange and administer your Policy and we're your first point of contact.

## Your legal obligations

**Remember, it's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.**

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when you apply for insurance **you have a duty to take reasonable care to answer all questions as fully and as accurately as possible.**

**If you don't take reasonable care to answer all questions fully and accurately or if you deliberately make a false statement, there could be serious consequences. For example, depending on the circumstances, your Insurer might be entitled to treat your insurance cover and that of every other person named on your Policy as invalid. This could also mean that some or all of a claim may not be paid and you may have to make a payment to a Third Party (for example another driver or person involved in an incident) that's not covered by this insurance.**

**If the details on your documents are wrong, or if you wish to make any changes, please call our customer service department today.** The telephone number is shown on the back cover of this document.

## Guide to your cover

Check the column that matches the level of cover you've bought (you'll find the details on your Statement of Insurance and Policy schedule).

This table is a summary; it doesn't describe all the terms and conditions that apply, so please refer to the appropriate section for full details.

Policy features and benefits		Policy cover		
Sections		Comprehensive	Third party fire & theft	Third party only
1	Damage to your Vehicle (except that caused by fire and theft) up to its Market Value.	✓	✗	✗
2	Damage or loss by fire or theft up to its Market Value.	✓	✓	✗
3	Legal liability for damage to other people's (Third Party) property up to £3m in total, including all costs.	✓	✓	✓
4	Personal accident cover, for you, your spouse or Partner, up to £5,000 for death or permanent loss of sight or limb (above the ankle or wrist). This benefit is not available for people over the age of 75. Other exclusions also apply, see section 4 for details.	✓	✗	✗
5	When driving abroad, for social, domestic or pleasure reasons only, the same level of cover as you have in the UK applies for up to 90 consecutive days in the EU and the countries listed in section 5.	✓	✓	✓
6	Medical expenses up to £500 for each injured person.	✓	✗	✗
7	Personal belongings cover up to £300 for items in your Vehicle. This doesn't include money, jewellery, tools, mobile phones, laptops and certain other personal belongings. See section 7 for full details.	✓	✗	✗
8	Damage to your Vehicle's windscreen and windows.	✓	✗	✗
9	No claims discount; if no claim is made against your Policy, your renewal premium will be adjusted according to the no claims discount scale applicable at the renewal date. However, if a claim is made against your Policy, the Insurer may reduce your no claims discount.	✓	✓	✓
10	Uninsured driver promise; you won't lose your no claims discount or pay any Excess/es if the accident was not your fault. See section 10 for full details.	✓	✗	✗

## What's not included?

This Policy doesn't cover;

- You to drive other vehicles
- Tools in transit, goods, samples or tools carried in connection with any trade or business.

# Your Hastings Premier inclusive benefits

Please see the inclusive benefits section for full details	
<b>Motor Legal Expenses</b>	<b>Insurer</b>
<ul style="list-style-type: none"><li>• Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident.</li><li>• Legal expenses to defend you in a prosecution for motoring offences.</li><li>• 24/7 legal advice.</li></ul>	Inter Partner Assistance S.A.
<b>Breakdown Cover</b>	<b>Insurer</b>
<ul style="list-style-type: none"><li>• Roadside assistance and misfuelling cover are automatically included as standard.</li><li>• Higher levels of cover are available to buy. If you've paid for a higher level of cover, this will be shown on your Cover Summary document.</li></ul>	Inter Partner Assistance S.A. AXA Assistance (UK) Limited operates the 24 hour motoring assistance helpline.

# Meaning of words

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

## Accessories

Parts or products (including spare parts) specifically designed to be fitted to your Vehicle.

## Certificate of Motor Insurance

Proof that you have motor insurance, as required by law. Your Certificate of Motor Insurance shows which Vehicle is covered, who's allowed to drive, what the Vehicle can be used for and the start and end dates of the insurance Policy.

## Endorsement

A clause that changes the terms of the Policy. Your schedule will show any Endorsements that apply.

## Excess

The part of the claim that you must pay, even if the damage or loss isn't your fault.

- A **compulsory Excess** is the amount you'll have to pay towards each claim. It's set by your Insurer.
- A **voluntary Excess** is an amount you've agreed to pay if you make a claim, on top of the compulsory Excess. Increasing the amount of voluntary Excess may reduce the cost of your insurance. "Voluntary" doesn't mean you can choose whether to pay or not.
- **Young and inexperienced driver Excess**. If your Vehicle was being driven by or was in the charge of anyone under the age of 21, including yourself, at the time of an incident, you'll have to pay the first £295 of any claim. If your Vehicle was being driven by or was in the charge of anyone aged 21 to 24, or anyone over 25 who hasn't held a full UK or EU/EEC driving licence for at least one year, including yourself, you'll have to pay the first £195 of any claim. **These amounts apply to accidental damage claims under section 1 and are on top of any other Excesses shown on your schedule.**
- If you have comprehensive cover separate **windscreen repair and replacement Excess** applies to claims for damage to glass windows or your windscreen. See the section 8 for more details.

**Excess (continued)**

- Your **total Excess** is the full amount you'd pay out if you made a claim under this Policy. It's the total amount of all Excesses which apply to your claim. See your schedule for details of the Excesses and amounts that apply to your Policy.

**Hazardous Goods**

Goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). Examples are; explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

**Hazardous Locations**

Power stations, nuclear installations or establishments, airports and dockside, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries. Ministry of Defence premises and Military bases – other than in any area designated for access or parking by the general public.

**Insurer**

The insurance company named on your Certificate of Motor Insurance and schedule.

**Market Value**

The cost of replacing your Vehicle in the United Kingdom at the time the loss or damage occurred with one of the same make, model, age and condition. This may not necessarily be the value you declared when the insurance was taken out. Your Insurer may use publications such as Glass's Guide to assess the Market Value and will make any necessary allowances for the mileage and condition of your Vehicle and the circumstances in which you bought it.

**Nominated Repairer**

A repairer or garage from an approved network, who will repair your Vehicle following a claim.

**Partner**

Your husband, wife, civil partner or a person who lives with you on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them.

<b>Period of Cover</b>	The period you're insured for, as shown on your Certificate of Motor Insurance.
<b>Policy</b>	A document giving details of the contract between a person and an Insurer.
<b>Premium</b>	The amount of money charged for insurance cover excluding insurance premium tax (IPT), fees and any optional extras you choose.
<b>Road Traffic Act/s</b>	Any acts (including the Road Traffic Act 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Statement of Insurance</b>	The document recording the information you've provided at the start and renewal of your Policy; it's important that it's correct.
<b>Third Party</b>	Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract. This contract is between you and the insurer.
<b>Trailer</b>	A trailer, semi-trailer or container used for carrying goods but which can't be driven itself.
<b>Total Loss</b>	If your Vehicle can't be repaired or the cost of repair is uneconomical, your Vehicle will be declared a Total Loss. This is commonly called a "write-off".
<b>Vehicle</b>	The motor vehicle insured under your Policy and specified on your current Certificate of Motor Insurance and Policy schedule.

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

<b>We/Us/Our</b>	Hastings Insurance Services Limited trading as Hastings Direct on behalf of the Insurer identified on your Certificate of Motor Insurance.
<b>You/Your</b>	The policyholder named on the Certificate of Motor Insurance.

# Section 1

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

### You're covered for accident, vandalism and malicious damage

If your Vehicle is damaged or lost because of an accident, vandalism or malicious damage there are three ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Replace your Vehicle
- Pay the Market Value of your Vehicle immediately before the loss.

Accessories are also covered while they're in, or on, your Vehicle or in your private garage.

# Section 2

## Damage or loss caused by fire or theft

### You're covered for fire, theft, attempted theft or lightning damage to your Vehicle

If your Vehicle is damaged or lost because of theft, attempted theft, fire or lightning there are three ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Replace your Vehicle
- Pay the Market Value of your Vehicle immediately before the loss.

Accessories are also covered while they're in, or on, your Vehicle or in your private garage.

## What isn't covered under sections 1 and 2

You're not covered for:

- Loss or damage to tools of trade, personal belongings, documents or goods
- Loss of or damage caused directly or indirectly by fire if your Vehicle or any Trailer is equipped for the cooking and/or heating of food and/or drink
- The Excesses shown on your schedule – you'll have to pay these if you make a claim
- Loss of use of your Vehicle (if you're out of pocket because you can't use your Vehicle, including the cost of hiring another vehicle)
- Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually



- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment
- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value following repair
- Theft of or damage, if the keys, lock transmitters or other devices that unlock or start your Vehicle were left in or on it or unattended with the engine running
- Replacement of locks, if the keys, lock transmitters or other devices that unlock or start your Vehicle were left in or on it or unattended with the engine running
- Loss or damage if someone claiming to be a buyer or agent takes possession of your Vehicle deceitfully
- Your Vehicle being repossessed by its rightful owner or having to pay compensation to the owner
- Any amount greater than the manufacturer's last list price for replacing any part or Accessories lost or damaged
- Repairs or replacements unrelated to your claim that improve the condition of your Vehicle
- Loss or damage as a result of your Vehicle being driven or used without your permission by a member of your family or household unless the incident is reported to the police and you send us the crime reference number
- Loss or damage caused by an inappropriate type or grade of fuel being used
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number. Please note that having a crime reference number doesn't guarantee we'll settle a claim
- Any additional damage resulting from your Vehicle being moved by anyone insured under your Policy after an accident, fire or theft
- Loss or damage resulting from the legal confiscation of your Vehicle by HM Revenue and Customs, the police, a local authority or any other government authority.

**These exclusions are in addition to those listed in the general exceptions section.**

## **How your claims are settled for sections 1 and 2**

### **How the Insurer will deal with your claim for accident, vandalism, malicious damage, theft, attempted theft, fire or lightning**

If your Vehicle is damaged, your Insurer will pay the reasonable cost of protecting your Vehicle and taking it to the nearest suitable Nominated Repairer or a place of storage. Where appropriate they'll also pay the reasonable cost of returning it after repair to the address shown on your schedule.

### **Damage to your Vehicle by a member of the motor trade**

You don't have to pay any Excess/es if loss or damage happens when your Vehicle is with a member of the motor trade for general servicing or repairs not associated with a claim – e.g. normal maintenance.

## Repairs and replacement parts

Once we have your claim details, if the loss or damage is covered and agreed, your Insurer will arrange the repairs to your Vehicle. Your Insurer may use parts or Accessories that aren't made or supplied by your Vehicle manufacturer, including recycled parts of similar type and quality to those being replaced.

## Audio visual equipment

Your Insurer will pay for loss or damage to in-vehicle audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your Vehicle. This cover is unlimited if the equipment was fitted by the manufacturer and was part of the specification of your Vehicle when first registered.

**If the equipment wasn't originally part of your Vehicle, the most your Insurer will pay is £300.**

Your Insurer will settle a claim for audio visual equipment by repairing it, replacing it with a similar piece of equipment or providing a cash payment.

## Replacement of locks and stolen keys

If your Vehicle keys, lock transmitters or entry cards are stolen, and the address where your Vehicle is kept (as shown on your schedule) is known to any person who has them, your Insurer will pay up to a maximum of £500 after deducting any Excess, towards the cost of replacing:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface.

You're not covered for stolen keys, lock transmitters or entry cards if they were left in your Vehicle while it was unattended or unoccupied.

## Costs you may have to pay:

- If your Insurer accepts your claim, and we find your details or circumstances have changed since you took your Policy out, you may have to pay any additional costs and associated fees (see General Conditions for more details).
- If your claim is settled on a Total Loss basis and you pay by instalments under a loan arrangement with us we may take all outstanding payments from the claims settlement or ask you to pay the outstanding amount (see Total Loss section for more details).
- If your Insurer doesn't accept your claim, you may have to pay any costs already incurred. These may include (but are not limited to) engineers' fees, vehicle recovery and storage charges.
- The VAT element of any claim, if you're registered for VAT.

## Total Loss – if your Vehicle can't be repaired

If your Vehicle can't be repaired or your Insurer deems the cost of repair to be uneconomical, your Vehicle will be declared a Total Loss (sometimes called a "write-off").

If your Vehicle's a Total Loss, your Insurer may put it in storage until your claim is settled. Your Insurer is also entitled to take possession of your Vehicle once they've settled your Total Loss claim.

If you're paying for your Policy by instalments under a loan arrangement with us and your Insurer settles a Total Loss claim under these sections, your Consumer Credit Agreement with us may entitle us to do one of the following:

- Take the outstanding amount due for your Consumer Credit Agreement out of the claims settlement
- Require you to pay the outstanding amount due for your Vehicle.



### What do you mean by 'my loan arrangement'?

The full cost of your annual insurance premium is paid by us to your Insurer when your Policy starts. So if you wish to spread the cost by using instalments (such as direct debits), we provide a loan which you then repay on a monthly basis over the year.

If your Vehicle is declared a Total Loss, and you've already paid the premium in full, no refund will be made, even if the Policy is later cancelled. This may not apply if your Insurer is able to recover all losses from a Third Party. In this case Insurers may sometimes refund the Premium paid and, if they do, we'll pass that refund on to you.

If your claim is settled on a Total Loss basis and you don't replace your Vehicle within 30 days of being issued the settlement payment we'll cancel your Policy. The notes above, about loan agreements and refunds, will still apply.



### What does 'settled your Total Loss claim' mean?

Insurers have made a payment following a valid claim for Total Loss.

## **New Vehicle replacement**

If your Vehicle is less than one year old and you're the first and only registered owner (or prospective owner under a hire purchase or contract hire agreement), your Insurer will replace it with one of the same make and model if either of the following applies:

- It's been stolen and not found
- It's suffered damage covered by the Policy, and your Insurer estimates that the cost of repairing it will be more than 60% of the current United Kingdom list price (including taxes).

Your Insurer can only do this if a replacement vehicle is in current production, it's available in the UK and anyone else who has an interest in your Vehicle agrees.

If a suitable replacement vehicle isn't available, your Insurer will either:

- Pay you the price you paid for your Vehicle (including any optional extras fitted by the manufacturer when new), including taxes at the time of loss; or
- Pay you the manufacturer's latest list price (including taxes).

Your Insurer will pay whichever is less and will deduct any Excess that applies.

If Insurer settles a claim under this clause, the lost or damaged Vehicle becomes their property and you must send them the registration document.

Please note that "nearly new" and ex-demonstration Vehicle don't qualify for replacement under this section.

## **Ownership**

If your claim is settled on a Total Loss basis and your Vehicle belongs to someone else, or you've bought your Vehicle by hire purchase contract, your Insurer will pay any money owed to that person/company first and then pay any remaining money to you. If your Vehicle is on lease or contract hire, your Insurer will pay the lease or contract hire company either the Market Value of the Vehicle, or the amount required to settle the contract, whichever is less.

# Section 3

## Legal responsibility to others (Third Parties)

### What's covered

After any incident involving your Vehicle your Insurer will pay all sums you're legally responsible for:

- Following death or injury to other people
- Up to £3,000,000 for damage to someone else's property.

This cover also applies to accidents involving a Trailer, caravan or broken-down vehicle being towed (as long as you hold the correct entitlement on your driving licence to do so). This cover also applies if goods fall from your Vehicle and to the loading and unloading of your Vehicle.

### Other people who are covered

Your Policy also covers the following people if they cause any loss or injury to a Third Party:

- Anyone named as a driver on your Certificate of Motor Insurance, as long as they have your permission to drive. They must hold a valid licence and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law.
- Anyone using (but not driving) your Vehicle, with your permission.
- Anyone getting into, or out of, your Vehicle.
- The legal representative of any person who has died, who would have been, and was, entitled to the cover provided by this section.

### Legal costs

Your Insurer will pay the following legal costs and expenses following a claim, provided they agree they are reasonable:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court
- Reasonable legal services, which they'll arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving
- Any other legal costs and expenses if agreed in writing beforehand.

You should get your Insurers consent in writing before incurring these sorts of fees and costs.

### Emergency medical treatment

Your Insurer will pay for emergency medical treatment required under the Road Traffic Act, following an accident in your Vehicle. If this is the only payment your Insurer makes, it won't affect your no claims discount.

### **What's not covered under Section 3**

- Driving other vehicles
- Anyone who has any other insurance covering the same liability
- Death or injury to anyone while they're working with, or for, the driver of the Vehicle except as required by the Road Traffic Act
- Any damage to personal property owned by the person driving your Vehicle at the time of the incident
- Any death, injury, illness, damage or loss arising from a deliberate act by you or any driver insured to drive your Vehicle, except as required under the Road Traffic Act
- Loss of, or damage to, any Trailer, caravan or vehicle (or their contents) while being towed by or attached to any Vehicle covered by this section
- Any claim, or series of claims, arising from one event that causes loss of, or damage to, property while your Vehicle is being used to carry Hazardous Goods
- Any loss or damage caused by loading or unloading the Vehicle when it's not on a public road and is in the process of being loaded or unloaded by any person other than the driver or the attendant of the Vehicle
- Loss of, or damage to, any bridge, weighbridge, viaduct, road or surface, or anything under the road surface, on which the Vehicle is being driven caused by vibration or by the weight of the Vehicle or its load
- Loss or damage to property of more than £3,000,000, including all costs and expenses, for any one incident or series of incidents
- Anything excluded by the general exceptions listed later in this document.

## Section 4

### Personal accident

Your Insurer will pay up to £5000 if you or your Partner are accidentally injured while travelling in or while getting into, or getting out of, your Vehicle, and within 90 days this injury is the sole cause of:

- Death
- Permanent loss of sight in one or both eyes
- Total physical loss of a limb at or above the ankle or wrist.

Your Insurer will pay the injured person or their legal representative.

### What's not covered under section 4

- Death or injury resulting from suicide or attempted suicide
- Death or injury to anyone not wearing a seat belt when required by law
- Death or injury because the driver was unfit to drive because of alcohol, drugs or other substances, whether prescribed or otherwise
- Death or injury of any person over 75 years of age
- Any disablement, whether temporary, permanent, partial or total, except those listed above
- Injury caused by a pre-existing disease or physical weakness
- Anything excluded by the general exceptions listed later in this document.

## Section 5

### Using your Vehicle at home and abroad

Your Policy covers your Vehicle for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

### Compulsory minimum cover outside the UK

This Policy also provides the minimum level of cover required by the relevant law to enable you or any person named on the Certificate of Motor Insurance, to drive or use your Vehicle in any country in the European Union (EU). This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union.

## Full policy cover abroad

### What's covered

**Only if the purpose of your trip is social, domestic or pleasure, your Vehicle is automatically covered, at the level listed on your schedule, for trips of up to 90 consecutive days in:**

- Any country that is a member of the EU
- Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

This cover only applies if your permanent home is in the United Kingdom and your visit to these countries is temporary and the journey is for social, domestic or pleasure only.

If your trip abroad will last longer than 90 days you must contact our customer service department before you set off to get agreement and to pay any additional costs requested. If you don't tell us your trip will be more than 90 days only the minimum cover required by the relevant law will apply after 90 days have passed.

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

This Policy only covers events occurring in countries listed in this section. For other destinations further cover must be agreed in writing and an International Motor Insurance Certificate requested from your Insurer.

### What's not covered

Driving abroad for business or any other reason other than social, domestic or pleasure.

### How your claims are settled

Your Insurer will settle claims in the same way described in sections 1 and 2. If they have to pay for your Vehicle to be delivered to you after repairs, they'll only do so while you're in the country where the loss or damage occurred. Your Insurer won't pay for your Vehicle to be delivered to your permanent address in the UK.

### Documents to take on your trip

- Take your Certificate of Motor Insurance and this Policy document.
- You don't need a Green Card to travel in the EU and the countries listed above.



## Section 6

### Medical expenses

If you, or anyone in your Vehicle, is injured in an accident, your Insurer will pay medical expenses of up to £500 for each injured person.

## Section 7

### Personal belongings

#### What's covered

If you have comprehensive cover your Insurer will pay up to £300 for any one claim for personal belongings in your Vehicle, to you or the owner of the items, if they're lost or damaged due to accident, fire, theft or attempted theft.

#### What's not covered

- Money, stamps, jewellery, watches, tickets, credit or debit cards, vouchers, documents or securities (such as share and premium bond certificates)
- Laptops, mobile phones, tablet computers or electronic navigational equipment
- Goods, samples or tools carried in connection with any trade or business
- Property insured under any other insurance policy
- Theft or attempted theft of personal belongings not kept out of sight in the glove box or locked within a compartment
- Theft or attempted theft if the Vehicle was left unlocked while unoccupied or unattended
- Anything excluded by the general exceptions listed later in this document.

Your Insurer may require documentary evidence to confirm your claim and/or may ask to see the damaged item.

**Wear and tear or depreciation will be taken into account and deducted from the original cost of the item.**

## Section 8

### Glass damage

#### What's covered

If you have comprehensive cover your Insurer will pay to replace or repair broken glass in the windscreen or windows of your Vehicle and repair any scratching to the bodywork caused by the broken glass.

Making a claim under this section won't affect your no claims discount, as long as you're not also claiming for any other loss or damage to your Vehicle.

Your insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Vehicle manufacturer but are of an equivalent type and quality to those being replaced.

#### What's not covered under section 8

- Any other glass forming part of your Vehicle, including sunroofs
- Any windscreens or windows not made of glass
- A repair or replacement cost that's more than the Market Value of your Vehicle at the time of loss (less any Excess).

Additional charges or limited cover may apply if you don't use your Insurer's Nominated Repairer. You have to pay an Excess for windscreen, windows and glass repairs or replacement – see your schedule and Certificate of Motor Insurance for more details.

## Section 9

### No claims discount (NCD)

If you don't make a claim under your Policy during the Period of Cover, when you renew the Policy you'll get a discount included in the price you pay. Your Insurer will have a maximum no claims discount.

You can't transfer your no claims discount to someone else or use it on more than one vehicle at the same time.

If you do make a non-recoverable claim, your level of no claims discount will be reduced at your next renewal, as detailed on your cover summary.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

If you've chosen to protect your no claims discount, this will be shown on your schedule. Please note that this doesn't guarantee your premium will remain the same.

### **At renewal**

If a claim is still outstanding at the renewal date, your Insurer will issue a renewal offer with the no claims discount reduced.

Once the claim has been settled in your favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, your Insurer will restore your no claims discount and refund any extra premium you may have paid.

Even with your no claims discount restored, your Premium may still increase following a claim.

## **Section 10**

### **Uninsured driver promise**

Your Insurer promises that if you're involved in an accident that isn't your fault and the driver of the vehicle that hits you doesn't have motor insurance:

- You won't lose your no claims discount
- You won't have to pay any Excess/es.

**To benefit from this promise you must send us the make, model and registration number of the vehicle that caused damage to your Vehicle and, when possible, tell us the other driver's name and address.**

When you make a claim, you may initially have to pay your Excess/es. If investigations are still taking place when your renewal is due, you may lose your no claims discount temporarily, as explained above. Once your Insurer has confirmed the accident was the fault of an identified uninsured driver, your Insurer will refund your Excess, restore your no claims discount and refund any extra premium you have paid.

# General exceptions

## Your Policy doesn't cover the following:

### 1. Use of your Vehicle

You're not covered for any injury, loss, damage or liability that takes place while your Vehicle is being:

- Driven by, or in the charge of, someone not shown on your Certificate of Motor Insurance
- Driven by someone who doesn't have a valid driving licence, or is disqualified from holding or obtaining such a licence or breaking the conditions of their driving licence and any relevant law
- Used for any purpose not allowed on your Certificate of Motor Insurance
- Driven abroad for any reason other than social, domestic or pleasure
- Used for hire or reward or for carrying passengers for profit
- Used to tow a caravan, Trailer or any other vehicle for payment or reward
- Used to tow more than one caravan, Trailer or vehicle at any one time
- Used to tow a Trailer that is unsafe or has an insecure load
- Driven with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications.

These exclusions don't apply if your Vehicle is:

- With a member of the motor trade for maintenance or repair
- Stolen or taken away without your permission
- Being parked by an employee of a restaurant, hotel or vehicle parking service.

### 2. Contractual liability

This Policy doesn't cover any contractual liability unless the liability would have arisen anyway.

### 3. Theft claims

You're not covered for any claim for the theft of your Vehicle unless:

- You've reported the theft to the nearest police authority within seven calendar days of discovery
- You've obtained a police crime reference number and details of the police station the crime was reported to. Having a crime reference number doesn't guarantee your Insurer will settle a claim
- Your Vehicle was fully locked and secured and any keys or any other device/s that unlock it were removed
- The windows and sunroof are closed and secured when it's left unattended or unoccupied
- Personal belongings are kept out of sight in the glove box or locked compartment.

#### **4. Alcohol and drugs**

You're not covered if an accident happens while you or anyone entitled to drive under your current Certificate of Motor Insurance:

- Is found to be over the prescribed limit for alcohol in the country where the incident happens
- Is driving while unfit through alcohol, drugs or other substances, whether prescribed or not
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### **5. Track days and off road events**

You're not covered for any loss, injury, damage or liability resulting from the use of your Vehicle at any event during which your Vehicle is driven:

- On a motor racing track including de-restricted toll roads such as the Nurburgring
- On a prepared course
- At any off-road event, such as a 4x4 event
- At an airfield.

#### **6. Radioactivity**

You're not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### **7. War**

You're not covered for any loss, injury, damage or liability caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### **8. Riot**

You're not covered for any loss, injury, damage or liability (except under section 3 'Liability to others') caused by riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

#### **9. Terrorism**

You're not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident deemed to be an act of terrorism by a UK court of law or the government.

## **10. Use on airfields**

You're not covered for any loss, injury, damage or liability while your Vehicle is in, or on, any part of an airport or airfield used:

- For take-off or landing of aircraft or the movement of aircraft on the ground
- As aircraft parking areas, including service roads and parking areas for ground equipment.

## **11. Pollution**

You're not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the Period of Cover.

Cover won't be provided following any deliberate release of substances or as a result of leaks from your Vehicle caused by inadequate maintenance.

## **12. Deliberate acts**

You're not covered for any death, injury, illness, damage or loss arising from a deliberate act by you or anyone insured to drive your Vehicle.

## **13. Confiscation**

You're not covered for any loss or damage resulting from the legal confiscation of your Vehicle by HM Revenue and Customs, the police, a local authority or any other government authority.

## **14. Pressure waves**

You're not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

## **15. Hazardous Locations**

You're not covered for any injury, loss, damage or liability caused by using any Vehicle insured under this Policy in a Hazardous Location. See the 'Meaning of words' list at the front of this document for examples of Hazardous Locations.

# General conditions

You must comply with the conditions below. If you don't, depending on the circumstances, your Insurer may be entitled to cancel the Policy, refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making claims

If you need to make a claim under this Policy you, or any insured driver, should phone our claims helpline within seven days of the incident.

You, or any insured driver, must:

- Not admit liability for, or negotiate the settlement of, any claim unless you have your Insurer's written permission
- Not answer any writ, summons, letter, claim or other document from a Third Party relevant to your claim on this policy. Instead, send it to your Insurer immediately
- Tell your Insurer about any impending prosecution, inquest or fatal accident inquiry
- Give your Insurer all the information and help they ask for, including any documentary evidence to back up your claim. All information you provide must be true and correct to the best of your knowledge.

### Your Insurer has the right to:

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

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

If you don't tell us, or your Insurer, of any changes or make sure any information you supply is honest, full and correct, depending on the circumstances your Insurer may be entitled to cancel your Policy from its start date, apply additional Premium or add new terms to your Policy. If you make a claim they may be entitled to reject the claim or only provide partial payment for it.

## 2. Other insurance

If any liability, loss or damage is covered by any other insurance policy, your Insurer will only pay their share of the claim.

This condition doesn't apply to section 4 – personal accident – which your Insurer will pay in full.

### **3. Caring for your Vehicle**

You, or any person in charge of your Vehicle, must protect the Vehicle from damage or loss.

- Alarms, immobilisers and tracking devices must be on and working when your Vehicle is left unattended.
- Your Vehicle must be fully locked and secured and any keys, lock transmitters or any other device(s) that unlock your Vehicle must be removed when it's left unattended or unoccupied.
- You should maintain your Vehicle in an efficient and roadworthy condition and have a valid Department of Transport Test Certificate (MOT) if one is needed by law.
- If the condition of the Vehicle causes or contributes to an incident, cover won't be provided under the Policy. Your Insurer's responsibility will be restricted to meeting obligations as required by Road Traffic Law. In those circumstances, they will recover from you, the driver, or any party responsible for the condition of the Vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.
- You must give your Insurer access to examine your Vehicle and if asked send them evidence of a valid MOT and/or evidence your Vehicle was regularly maintained and kept in a good condition.

### **4. Non-payment of Premiums**

If you're paying in instalments under a loan agreement, you must make sure instalments are paid on time. If an instalment isn't received by the date it's due, we, on behalf of your Insurer, will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The Policy will end after the seven days' notice runs out.



## 5. Keeping your Policy up to date

Your Insurer **may be entitled to refuse** the cover described in this Policy unless you answered all questions truthfully to the best of your knowledge, when you applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance.

Your schedule and Statement of Insurance show the answers you've provided. **You must let us know if any of the details are incorrect as soon as possible after receiving your documents.**

**At renewal, you must tell us if any of the information has changed**, including any claims (whether your fault or not), convictions, endorsements, disqualifications and fixed penalties for you or any named drivers. You will need to tell us the DVLA or DVANI offence code if one applies.

**You're responsible for keeping the details on this Policy up to date. This includes information about the Vehicle, you and all the named drivers. Tell us if there are changes to the status of a driving licence of anyone named on your Policy.**

This includes if they have passed their driving test or had their licence revoked.

Also let us know beforehand if **you move house, change your job, change your Vehicle, change what you use your Vehicle for** or if you want to include other drivers.

We also need to know if you intend to alter or modify your Vehicle from the manufacturers standard specification. This includes, but is not limited to:

- Changes to the bodywork
- Changes to suspension or brakes
- Cosmetic changes such as alloy wheels
- Anything affecting performance such as changes to the engine management system or exhaust system
- Changes to the audio/entertainment system.

Some changes may result in an amendment fee being charged; see the 'our fees' in the terms and conditions section for more details.

Some changes to your circumstances can affect how your Insurer will assess the Policy risk and may result in an extra Premium being charged or in a reduction in premium.

## 6. Fraud

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

- Knowingly provides information to us that is not true
- Mislead us in any way, including about who is the main user of the Vehicle, in order to get insurance from us, obtain more favourable terms or reduce your premium
- Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a Policy or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your wilful act or with your knowledge.

Then, depending on the circumstances:

- Your Insurer **may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel the Policy without refunding your premium.**
- All other policies you have entered into through us, to which you are connected (including car, bike and home insurance), may be cancelled and your Insurer will only give you a pro-rata refund.
- Your Insurer may inform the police of the circumstances of the claim.

## 7. Victim of crime

You must report the circumstances of any claim you make as a result of you being a victim of crime to police within seven days of discovering the incident and fully cooperate with all resulting police enquiries and prosecution of offenders.

## 8. Documents we may ask for

It's a condition of your Policy that you supply us with any information or documents that your Insurer may ask to see to support the details you gave when you applied for your Policy. For example; a V5C vehicle registration certificate, a recent utility bill or a current MOT certificate.

Your Insurer may give a discount on your Policy dependent on the number of years of no claims discount (NCD) you state you have. You must provide proof of this when asked to do so. This should be in writing from your last Insurer immediately prior to this Policy. If you don't provide this proof, we may change your premium, costs or terms, or cancel your Policy.

Your no claims discount must have been earned in the United Kingdom within the previous two years on a commercial vehicle Policy. It can't be applied to more than one vehicle at a time.

## 9. Vehicle modifications

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Vehicle, your Insurer will only pay the cost of replacing parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If you don't tell us about a modification, we may cancel your Policy from its start date, apply additional premium or add new terms to your Policy. If you make a claim your Insurer may reject the claim or only provide partial payment for it.

## 10. Voluntary use

Social, domestic and pleasure use includes use of your Vehicle for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 11. Where you live

You'll only be provided with the cover set out in this Policy if you, and any additional drivers on your Policy, are permanently resident in Great Britain or Northern Ireland.

**In all the circumstances listed in general exceptions and general conditions above, no cover will be provided to you under the Policy. Instead, your Insurer's liability will be restricted to meeting the obligations as required by Road Traffic Act or alternative laws that apply in the country in which the loss occurs. In such circumstances, Insurers may seek to recover from you, or the driver, any sums paid by the Insurer to discharge that person's liability, whether in settlement or under a court judgement.**

# Cancellations

This section contains important notes about your rights, plus ours and your Insurer's rights of cancellation. To cancel this Policy you should contact our customer services. The telephone number is on the back of this document. If your Premier insurance Policy is cancelled by you, your Insurer or us then all cover provided by the inclusive benefits will also be cancelled.

## Claims

If your Policy is cancelled your Insurer won't refund the Premium for your Vehicle where a non-recoverable claim has been made during the Period of Cover. In this case, if you're paying by instalments under a loan arrangement, you'll have to pay the balance of the loan agreement and our cancellation fee (if it's 14 days or more since your Policy started). You'll also have to pay any interest and fees due under your Consumer Credit Agreement.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

## Your rights to cancel this Policy

**Cancellation can only be authorised by you. When either you or we cancel your Policy, this contract is terminated, and you will no longer be covered by it.**

You can cancel this insurance cover at any time. The refund of Premium, as detailed below, will be calculated with effect from the date you tell us you wish the Policy to be cancelled.

You've got the right to cancel this Policy within the first 14 days without giving a reason. This is known as "the 14 day cooling off period" and starts on (i) the day this Policy is entered into or (ii) the day on which you receive these terms and conditions, whichever is later.

### **Following cancellation, we'll calculate your refund as follows:**

- If you tell us that you want to cancel the Policy **before the cover starts**, you'll be entitled to a full refund of the Insurer Premium minus our cancellation and other non-refundable fees.
- If you or we cancel the Policy **within the 14 day cooling off period**, we'll refund the Premium on a pro-rata basis for the Period of Cover that hasn't been used minus our cancellation and other non-refundable fees.
- If you or we cancel the Policy **at any other time**, we'll refund the part of the Premium on a pro-rata basis for the Period of Cover that hasn't been used minus our cancellation fee and our other non-refundable fees.

You can find a list of our fees in this document and on our website [www.hastingsdirect.com](http://www.hastingsdirect.com).

**If a non-recoverable claim has been made during the Period of Cover, there will be no refund for cancellation.**

## **Our rights to cancel your Policy**

### **We may give you seven days' notice of cancellation**

We and your Insurer can cancel your Policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the Policy has been cancelled. We can only do this for one of the following reasons:

- We've been unable to collect a payment for your premium – see condition 4 above
- You refuse to allow us or your Insurer reasonable access to your Vehicle in order to provide the services you've requested under this Policy e.g. when you make a claim
- You don't provide reasonable co-operation to us or your Insurer in order to allow us to process your Policy, or a claim, or to defend our interests
- You don't send us or your Insurer information or documentation that your Insurer reasonably requires to process your Policy, or a claim, or to defend their interests
- Your Insurer is prevented from providing cover under this policy by law or other reason
- You don't take care of your Vehicle as required by condition 3 above and in your Insurer's reasonable opinion this materially increases the risk they have insured
- You use threatening or abusive language or behaviour, or intimidate or bully our employees or your Insurer's staff or suppliers.

In certain circumstances we or your Insurer have the right to treat your Policy as if it never existed and without giving you notice or refunding your Premium. This will only apply if you make, or try to make, or where your Insurer reasonably suspects misrepresentation which is deliberate and/or reckless. Any claims made before or during when the Policy is treated as if it never existed, will be declined.

[Continues overleaf](#)

If you make, or try to make, a fraudulent claim under this Policy, or where your Insurer reasonably suspects fraud, we or your Insurer has the right to cancel your Policy without refunding your Premium. Any valid claims made before the cancellation of the Policy, will continue to be dealt with by your Insurer.

### **Claims**

If we cancel your Policy for one of the reasons above, your Insurer won't refund the Premium for your Vehicle where a non-recoverable claim has been made during the Period of Insurance. In this case, if you're paying by instalments under a loan arrangement, you'll have to pay the balance of the annual premium and our cancellation fee (if it's 14 days or more since your Policy started). You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

### **Paying by instalments or direct debit**

If you, or the Insurer cancels this Policy, the instalments you've paid may not be sufficient to pay for the cover received. In this case, you'll have to pay the amount owed for the cover received after cancellation, plus any interest and fees due under your Consumer Credit Agreement.

In addition, if you received a discount from us or your Insurer when you bought your Policy, and the Policy is then cancelled, we'll reclaim the unused portion of the discount out of any refund you're due on a pro-rata basis.

If you, or we, cancel the Policy, at any time, any optional extras you bought with the Policy (such as personal accident cover) will also be cancelled. Please see your additional product policy wording for details of refunds on those products.

**If you don't pay for the insurance yourself, you must show these details to the person who paid on your behalf.**



## **Your Hastings Premier inclusive benefits**

# Welcome to your Hastings Premier inclusive benefits

Your Hastings Premier Van Policy includes two inclusive insurance policies, as standard. Motor Legal Expenses Insurance and Motor Breakdown Roadside assistance. They form part of your Policy but are underwritten by a different insurer to your van insurance and have their own terms and conditions.

This section includes the details of these policies, please read it carefully so you know what you're covered for.

## To claim please call the numbers below

### Motor Legal Expenses Insurance

#### Road Traffic Accident related claims:

**0800 035 4260**

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

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

**0344 770 1051**

Lines are open 24 hours a day; throughout the year.

### Motor Breakdown Insurance

Roadside assistance is included in Hastings Premier policies.

#### How to claim 24 hour emergency help

**In the UK:**

**0800 035 4781**

**In Europe:**

**00 44 1737 815 876**

#### Text messaging is available

For deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to:

**00 44 07624 808266**



# Motor Legal Expenses Insurance

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

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

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

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

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

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

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

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

# How to claim

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

**Road Traffic Accident related claims:**

**0800 035 4260**

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

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

**0344 770 1051**

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

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

# Meaning of words

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

<b>Administrator</b>	Carpenters Solicitors who arrange and administer this insurance.
<b>Adviser</b>	Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another legal representative nominated by you.
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.
<b>Conditional Fee Agreement</b>	An agreement between you and the Adviser, or between us and the Adviser, under which the Adviser will charge you, or us, for their fees.
<b>Conflict of Interest</b>	There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.
<b>Cover Summary</b>	The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.
<b>Indemnity</b>	Compensation for loss, damage or injuries.
<b>Instructed Advisers' Costs</b>	The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.
<b>Insured Incident</b>	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.
<b>Insured Period</b>	The duration of your motor insurance policy, shown on your Cover Summary.
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle.

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

## Terms of cover

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

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

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

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

This insurance doesn't provide cover where something you do, or fail to do, prejudices your position or the position of the Underwriter in connection with the Legal Action.

## Your motor legal expenses insurance explained

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

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

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

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

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

## **Personal injury claims**

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

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

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

## **Motor prosecution defence**

### **What's covered**

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

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

- Parking offences.
- Alleged road traffic offences where you didn't hold, or were disqualified from holding, a driving licence.
- Road traffic offences for which you are being prosecuted for driving while under the influence of alcohol, drugs or other substances, whether prescribed or not.
- Advisers' Costs: if you're entitled to a grant of legal aid from the Legal Aid Agency or where funding is available from another public body, a trade union, employer or any other insurance policy.
- Motoring prosecutions where your motor insurers have agreed to provide your legal defence.

# General exclusions

## You're not covered

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

# General conditions

## 1. Claims

- You must notify us as soon as possible, and within a maximum of 180 days, once you become aware of the Insured Incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under 'How to claim'.
- We'll appoint the Adviser to act on your behalf.
- We may investigate the claim and take over and conduct the Legal Action in your name subject to your consent (which mustn't be unreasonably withheld) and we may reach a settlement of the Legal Action.
- You must supply, at your own expense, all the information which we reasonably ask for to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you've elected to use a legal representative of your own choice you will be responsible for any Advisers' Costs in excess of our Instructed Advisers' Costs. The Adviser must represent you in accordance with our standard conditions of appointment which are available on request.

### The Adviser must:

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



## **2. Disputes**

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

## **3. Prospects of success**

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

Examples of a Positive Outcome are:

- Being able to recover the amount of money at stake.
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves your interests.

## **4. Other insurances**

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

## **5. English law**

This contract is governed by English law unless otherwise agreed.

## **6. Language**

All communications will be in English.

# Cancellations

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

## Your rights to cancel this policy

This cover is included in your Hastings Premier van policy, so it can't be cancelled separately.

You've got the right to cancel your Hastings Premier policy, to which this cover is attached, within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

You can also cancel your Hastings Premier policy at any time after the initial 14 day period detailed above, by giving seven days' notice to Hastings Direct. A cancellation fee may apply.

When you cancel your Hastings Premier policy, to which this cover is attached, this policy will also be cancelled.

## Our rights to cancel your policy

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

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

If your Hastings Premier policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a full refund of the insurer premium minus any applicable cancellation fee.
- Within the 14 day cooling off period, you'll receive a refund of the insurer premium for the cover you haven't used minus any applicable cancellation fee.
- At any other time, you'll receive a pro-rata refund of the insurer premium for the cover you've not used minus any applicable cancellation fee.
- If you've made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments under a loan arrangement and a claim has been made, you'll have to pay the balance of the annual premium plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

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

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

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

## **Data Protection Act**

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

## **Caring for our customers**

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

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

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

For any other complaints about your policy, please contact us:  
customerservice@arclegal.co.uk Tel: 01206 615000.  
Arc Legal Assistance Ltd, PO BOX 8921, Colchester, CO4 5YD.

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

E-mail: complaint.info@financial-ombudsman.org.uk Tel: 0800 023 4567.  
Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

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

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

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

## **Authorisation and regulation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No. FC008998.

# Motor Breakdown Insurance

## Motor Breakdown levels of cover

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

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

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

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

### Details of your cover

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

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

\*Limitations apply to misfuelling under European cover

## Breakdown causes

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

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

## Important facts about your Breakdown insurance

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

## How to claim 24 hour emergency help

**In the UK:**

**0800 035 4781**

**In Europe:**

**00 44 1737 815 876**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word 'breakdown' to: 00 44 07624 808266.

Please have the following information available:

- The Vehicle's registration number
- Your name, Home postcode and contact details
- Your policy number
- The make, model and colour of the Vehicle
- The location of the Vehicle
- An idea of what the problem is
- SOS emergency phone box number (where applicable).

## Safety

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

## Help on motorways

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact us on the number above.

# Meaning of words

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

<b>Breakdown</b>	Being unable to use the Vehicle because of: <ul style="list-style-type: none"><li>• A flat battery</li><li>• A flat tyre</li><li>• A mechanical Breakdown</li><li>• An accident</li><li>• Vandalism</li><li>• It having no fuel, or putting the wrong fuel into the Vehicle</li><li>• A fire</li><li>• A theft or an attempted theft</li><li>• Keys locked in your Vehicle.</li></ul>
<b>Cover Summary</b>	The document which describes the level of cover you have bought plus any other details of your policy that are specific to you.
<b>Home</b>	The last address (in the UK) you gave to Hastings Insurance Services Limited where you live permanently or where you keep your Vehicle.
<b>Journey</b>	A trip between your Home and a place, within the Territorial Limits. The trip mustn't be longer than 90 days in a row, or not more than 180 days in total during the Period of Cover.
<b>Luggage</b>	Suitcases or other bags that contain personal belongings for your Journey.
<b>Period of Cover</b>	The time the insurance applies for, it's shown on your Cover Summary.
<b>Territorial Limits</b>	<p>The countries where this cover applies. In the UK – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>For European Breakdown cover (section E only) this includes Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Former Yugoslav Republic of Macedonia, France, Georgia, Germany, Greece, Hungary,</p>



**Territorial Limits  
continued**

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

**Vehicle/s**

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

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

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

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

**Vehicle Policy**

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

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

**We/Us/Our**

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

**You/Your/Driver**

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

## Section A – Roadside Assistance in the UK

This is included in your Hastings Premier cover as standard.

### What's covered

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

### What's not covered under section A

- A Breakdown at your Home or within a quarter of a mile of your Home
- Travel outside the UK
- Recovery to a location more than 15 miles from where you broke down
- The cost of any repairs
- Anything listed in the general exclusions – section F.

## Section B – Roadside and Recovery in the UK

The cover in this section applies in addition to the cover shown in section A. This cover only applies if it's shown on your Cover Summary and payment summary and the premium has been paid.

### What's covered

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

**Option 1:** Recovery: We'll take the driver and up to six passengers, together with the Vehicle, either to where you were originally travelling to or your Home address. We'll then arrange for the Vehicle to be taken to a suitable repairer for it to be repaired at your cost, as long as this can be done in one Journey.

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

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

### **Emergency driver:**

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

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

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

## **Section C – Home service**

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

### **What's covered**

- If the Vehicle breaks down at your Home or within a quarter of a mile of it, we'll arrange and pay for a recovery operator to come to where you are for up to one hour to try to get the Vehicle working again.
- If the Vehicle can't be made safe to drive at the place you've broken down, we'll arrange and pay for the Vehicle, the driver and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. You must pay the costs of any repairs.

### **What's not covered under section C**

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

## Section D – Misfuelling in the UK

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

### What's covered

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

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

### What's not covered under section D

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

## Section E – European Breakdown

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

### General notes relating to Europe

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

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

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

If you break down in a European country during a public holiday, many services will be closed. In these circumstances you must allow us time to help you and repair your Vehicle. We won't be held legally responsible for any delays in you reaching your destination.

## Your cover

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

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

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

## E1 – Before travel abroad starts

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

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

### **What's covered**

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

### **What's not covered under section E2**

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

## **E3 – Delivering replacement parts**

### **What's covered**

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

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

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

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

### **What's covered**

In these circumstances:

- Your Vehicle breaks down, it's not safe to drive, and it will take at least eight hours to repair, or;
- Your Vehicle is stolen and not recovered within eight hours, then we'll arrange and pay for the most appropriate solution from these options:
  - Transporting you, your passengers and Luggage to where you were originally travelling to, and then, once your Vehicle has been repaired, take you back to your Vehicle or bring your Vehicle to you.
  - Hiring another vehicle while your Vehicle is being repaired. We'll pay up to £70 a day and £750 in total, as long as you're able to meet the conditions of the vehicle hire company.
  - Bed and breakfast costs of up to £40 for each person each day (£500 in total for you and your passengers) while your Vehicle is being repaired, as long as you've already paid for your original accommodation and you can't get your money back.

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

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

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

### **What's covered**

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

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

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

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

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

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

### **What's covered**

After a Breakdown, if your Vehicle is still not repaired or safe to drive when it is time for you to return to the UK, we'll pay for suitable transport to get you, your passengers and your Luggage to your Home, and up to £150 towards other travel costs in the UK while you wait for your own Vehicle. We'll also pay storage charges (up to £100) while your Vehicle is waiting to be repaired, collected or taken to the UK.

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

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

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

- Any costs you would have paid to travel to your Home anyway.
- The costs of returning your Vehicle to the UK if we believe that the cost of doing so would be greater than the market value of your Vehicle in the UK, after the Breakdown.
- The costs of returning your Vehicle to the UK if repairs can be done locally and you're not willing to allow this to happen.
- Anything listed in the general exclusions – section F.



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

1. The cost of fuel or any spare parts needed to get the Vehicle working again, or any costs that arise from not being able to get replacement parts.
2. The cost of paintwork and other cosmetic items.
3. Labour costs for more than one hour of roadside help.
4. Any Breakdown or recovery outside the Period of Cover.
5. The cost of completing and guaranteeing the quality of repairs at any garage the Vehicle is taken to.
6. Any costs for Vehicles which haven't been maintained and used in line with the manufacturer's recommendations.
7. Any call out or recovery costs in the UK after a Breakdown where the police or other emergency services insist on the Vehicle being picked up immediately by another organisation. You'll have to pay any fees to store or release the Vehicle.
8. Any toll or ferry fees incurred by the driver or the recovery operator.
9. Help or recovery if the Vehicle is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from us trying to get into the Vehicle after you've asked for help.
11. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs we haven't agreed beforehand).
12. Loss or damage to personal possessions you leave in your Vehicle.
13. Moving animals. We'll decide whether or not to move any animal from the Vehicle, and if we agree to do this it will be completely at your own risk and cost.
14. Any costs for Vehicles that have broken down and were not safe to drive when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if the Vehicle does not have one. We won't pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to provide a key to do this. This doesn't apply if the Vehicle is not designed to carry a spare wheel.
16. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day.
17. If recovery takes place we will only recover to one address in respect of any one Breakdown.
18. Any costs if the Vehicle has been altered for, or is taking part in, road-racing, rallying, pace-making, speed testing or any other competitive event.
19. Any cost that you can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Any request for service where you haven't taken remedial action within two working days after a previous Breakdown or temporary repair.

21. Recovering the Vehicle when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the Vehicle than it was designed to carry or you're driving on unsuitable ground.
22. Recovery or help if you're hiring the Vehicle out to carry people in return for money, unless we've agreed this with you.
23. We will not be responsible for any goods the Vehicle is carrying and it is your responsibility to organise the recovery or removal of these goods.
24. Vehicles that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a Journey and this affects your safety.
25. Any claim that comes from:
  - any person driving the Vehicle, if they don't have a valid licence to drive in the UK or
  - any person driving the Vehicle, if they aren't authorised by you to drive the Vehicle or aren't keeping to the conditions of their driving licence.
26. Any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
27. Any loss or damage caused to the Vehicle or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
28. Loss or damage caused by war, revolution or any similar event.
29. Delays or failure in delivering a service to you due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
30. Mobile phone, phone call and postage costs are not covered under your policy in any circumstances.
31. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the Vehicle at the time of the Breakdown.

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

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

16. If the Vehicle needs to be taken to a garage after a Breakdown, the Vehicle must be in a position that makes it reasonable for a recovery operator to pick it up. If this is not the case, you'll have to pay any specialist recovery fees by credit or debit card.
17. You'll have to pay for any parts or other products used to repair the Vehicle. You must make the payment by credit or debit card.
18. We'll not arrange for help if we think that it would be dangerous or illegal to repair or move the Vehicle.
19. During any 12 month period we won't be responsible for more than two claims which arise from a common fault on the same Vehicle, and we won't be responsible for more than five claims in total for a Vehicle Policy. If you need our help more than the number of claims allowed on your policy in a 12 month Period of Cover or more than twice for the same fault on the same Vehicle, you'll have to pay for the services we provide. We'll ask for a credit or debit card number before we help you.
20. If you're covered for Breakdown by any other insurance policy or warranty, you must tell us.
21. If you're not willing to accept our decision or our agents' decision on the most suitable type of help, we won't pay more than £100 for any one Breakdown, and you'll be responsible for any additional costs due in recovering and repairing your Vehicle.
22. We can't guarantee that hire vehicles will always be available and we're not responsible if they aren't available. We'll do our best to arrange a vehicle of the same size as yours, but we can't guarantee there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a vehicle hire company.
23. This insurance contract is between you and us. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This doesn't affect any other rights an other organisation has apart from under that Act.
24. We won't provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Cancellations

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

## Your rights to cancel this policy

This cover is included in your Hastings Premier van policy, so it can't be cancelled separately.

You've got the right to cancel your Hastings Premier policy, to which this cover is attached, within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

You can also cancel your Hastings Premier policy at any time after the initial 14 day period detailed above, by giving seven days' notice to Hastings Direct. A cancellation fee may apply.

When you cancel your Hastings Premier policy, to which this cover is attached, this policy will also be cancelled.

## Our rights to cancel your policy

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

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

If your Hastings Premier policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a full refund of the insurer premium minus any applicable cancellation fee.
- Within the 14 day cooling off period, you'll receive a refund of the insurer premium for the cover you haven't used minus any applicable cancellation fee.

- At any other time, you'll receive a pro-rata refund of the insurer premium for the cover you've not used minus any applicable cancellation fee.
- If you've made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments under a loan arrangement and a claim has been made, you'll have to pay the balance of the annual premium plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

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

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

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

## **Breakdown policy information**

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

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

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

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

## **Our promise**

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

## Complaints procedure

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

Customer Relations – Motor Breakdown, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Or, you can phone 0330 123 3547. Email address: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

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

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

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

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

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

Or you can phone 0800 023 4567. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Use of your personal data

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

## Personal information

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

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

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

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

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

## Other formats

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





# **Your insurance policy terms and conditions**

## About your contract with us

This contract is with us for arranging and administering your insurance Policy. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in this part of the document.

If you make any changes to your Policy we will charge you the additional fee for amendment to your Policy as shown in 'our fees' later in this section.

## What is the service we provide?

Our services include arranging your insurance cover. We'll also help you make any changes you need, such as amendments to the cover, use and Vehicle insured. We'll arrange the renewal or cancellation of your Policy. If your original Insurer doesn't accept changes you've made to your Policy, where possible we'll arrange cover with an alternative Insurer from our panel. Plus, we can arrange optional additional extras such as legal protection and breakdown cover if required. We're your first point of contact for any incident or claim, after which we'll pass the details to your Insurer.

We give you enough information to make an informed decision about choosing your insurance Policy.

**We don't make recommendations or give advice, so please consider all information carefully to make sure the product/s meet your requirements before you buy your insurance.**

## What you pay for our services

We make charges for administering your insurance, as listed in the fees table. Your Insurer may charge an additional Premium for changes in your circumstances or changes you make to your Policy. If you decide to cancel your Policy, they'll charge a Premium for the time you've been covered. Further details about this are set out in your Policy.

These Premiums will be in addition to our fees, which are for our services only.

## Our fees

These administration fees are for our services only. Each fee must be paid at the time the transaction is made and is non-refundable.

If you pay by instalments additional fees will also apply, see your Consumer Credit Agreement for details.

Call centre arrangement fee – new Policy only	£12.50
Arranging your renewal (this fee will be refunded if you cancel before or within 14 days of the start date)	£5.00
Paper documents sent by post and each request for duplicate documents by post	£5.00
Amending your Policy	Up to £20.00
Cancellation of new Policy; before or within 14 days of the start date	£25.00
Cancellation of new Policy or renewal; after 14 days from the start date	£45.00
Cancellation of renewal; within 14 days of the start date	No Charge
Default fee (failed instalment payment)	£20.00
Charge for paying by credit card	1.25%

## Payments and refunds

The total price of your insurance is shown in your documents and includes insurance premium tax. For legal purposes, we must tell you that in future other taxes or costs may apply that are not paid through or imposed by us. However, at present, we're not aware of any other taxes or costs payable.

We've got the right to not collect payment or refund any amount under £1 when making amendments or alterations to your Policy. If we do, you'll be informed of any collections or refunds when the changes are made. We'll keep any interest and returns earned on any funds we hold.

In line with industry standards, we use a third party to collect and store debit/credit card details. If you've agreed beforehand, we'll use the card details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation, and renewal of your Policy. We'll let you know before doing this.

If we receive an overpayment, we'll refund it using the debit/credit card details we hold. If you receive an overpayment, we'll attempt to recover the money using the debit/credit card stored.

If you initially pay by debit/credit card we'll make any refund to the same card, in accordance with the terms and conditions of the card issuer. We're unable to give cash refunds so all other refunds will be made by cheque.

If you pay for any adjustments to your premium by direct debit, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.



### **What do you mean by 'my loan'?**

The full cost of your annual insurance premium is paid to your insurer when your Policy starts. So if you wish to spread the cost by using direct debits, we provide a loan which you then repay on a monthly basis over the year.

**If someone else pays for your insurance, you must show this information to them.**

## **Our arrangements with websites**

We use various referral providers, such as price comparison or cashback websites, to reach new customers. If they introduce you to us, we may pay them a fee for this service.

## **Ownership and close links**

Hastings Insurance Services Limited is wholly owned, via intermediate holding companies, by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG") which, in turn is ultimately owned, via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

If we have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should inform you that AGH is also wholly owned by HIG, which, in turn is ultimately owned via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

When dealing with claims for Advantage Insurance Company Limited we act as the agent for that insurer. If you're concerned about this arrangement or want more information please contact us.

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

While we're not covered by the FSCS because we're a broker, all the Insurers whose products we offer are covered by the FSCS. This means that if the Insurer cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For motor insurance, cover is for 100% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## **Who regulates us?**

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

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

## **Data protection**

This section contains important information about how we may use the details you give us.

We limit the collection of personal information to what we need to know to maintain the accuracy of our records, assess the financial standing of customers, help us provide a high standard of service and fulfil any legal and regulatory requirements.

Information used can include details such as your name, address and date of birth plus details of any injury arising from a claim. It may also include the Internet Protocol (IP) address or telephone number supplied by your service provider when you contact us online, and your driving licence number (DLN). To find out what information the Driver and Vehicle Licensing Agency (DVLA) holds about you please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

We'll do our best to make sure that our records are accurate and up to date and we ask you to help us by telling us of any changes to your information, Vehicle, circumstances or driving licence.

For the purposes of the Data Protection Act 1998, Hastings Insurance Services Limited and the Insurer named on your schedule of insurance, act as joint data controllers of the personal data you supply.

Information you provide about yourself and others will be used by us and your Insurer to process your request for insurance in accordance with the Data Protection Act and other applicable laws.

In order to assess the terms of your insurance contract or administer claims that arise, we, or the Insurer, may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions).

Before you provide any sensitive information about someone else (e.g. an additional driver), you must get their permission. We'll act on the basis that you've done this.

All personal information you provide is held securely and in confidence by us in our computer systems and other records. When we process your personal information we do so in compliance with the terms of the Data Protection Act. We maintain strict security standards and procedures to prevent unauthorised access to your data. We use leading technologies, such as data encryption, fire walls and server authentication to protect the security of your details.

All our staff, and all third parties we may hire to provide support services, are required to observe our security and privacy standards.

Occasionally, Insurers and organisations we use may transmit your data to, store or process it in countries outside the European Economic Area (EEA) that do not have the same standards of protection for personal data as the UK.

## **When do we collect personal data?**

We collect personal information directly from you when you register for any online service with us or deal with us over the telephone. This includes requesting a quote, purchasing an insurance Policy, renewing or making changes to your Policy and contacting our claims department.

## Why do we collect personal data?

We collect, use and share your data, and that of any other people named on the Statement of Insurance, for the following reasons:

**Insurance underwriting purposes** — i.e. to examine the potential risk your prospective Policy represents so we can:

- Help your Insurer consider whether to accept the relevant risk.
- Make decisions about providing and administering your insurance and related services.
- Validate your claims history (and that of any person or property likely to be involved in the Policy or claim).
- Provide your driving licence number (DLN) to the DVLA/DVANI to confirm your licence status, entitlement and relevant restriction information and endorsement/conviction data. We and your Insurer may carry out searches when we give you a quote, or before we renew your Policy. This won't show a footprint against your driving licence.
- Search your no claims discount (NCD) details against a no claims discount database, using your driving licence number, name, date of birth, Vehicle registration mark and postcode. This won't show a footprint against your driving licence.
- Provide you with one or more online quotations, on behalf of one or more insurers.
- Consider your application for, and help you buy, an insurance Policy through us.
- Provide you with other services, including managing and administering the insurance policies you take out through us, and helping with your claims and enquiries.
- Disclose information to regulatory bodies when required to meet with any regulatory requirements.
- Offer you the opportunity to renew a Policy or buy replacement cover.
- Update our records.
- Improve the quality of our service and the efficiency of our website and systems.
- Tell you about other products that we believe may be of interest to you (as long as you've agreed that we can contact you for marketing purposes).

**Credit checks** – We check your credit information (which may include a credit score) to assess your insurance risk and make credit decisions. To do this, we and/or your Insurer may:

- Make searches with credit reference agencies, including checking electoral register information.
- Pass information about you to credit reference agencies, where it's necessary to carry out a credit check search on you before we and/or your Insurer provide you with any services (including quotes and before offering a renewal).
- Ask credit reference agencies to provide a credit score. Credit reference agencies will record these results and we, and/or your Insurer and other organisations, may use these records to assess your insurance risk and help make credit decisions about you, people financially linked to you and others in your household.

Every application you submit for credit (including paying for insurance by monthly instalments) can affect your credit score so you may wish to keep applications to a minimum to protect your credit rating.

**Anti-fraud purposes** — We'll detect and prevent fraudulent claims and activities and money laundering by

- Sharing information about you with other organisations such as insurers, law enforcement agencies and public bodies including the police. These organisations may access and use this information for detecting or preventing crime.
- Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies.
- Undertaking fraud searches. Insurers pass information to the claims and underwriting exchange and where appropriate the motor insurance anti-fraud and theft register administered by insurance database services limited. This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
- Searching your (or anyone else included on the Statement of Insurance) driving licence number against details held by the DVLA/DVANI to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce negligent misrepresentation and non-disclosure, and it won't show a footprint against your driving licence.

### **Fair processing notice**

If we find that you've provided false or inaccurate information we may pass your details to fraud prevention agencies.

We and other organisations, including law enforcement agencies may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking proposals and claims for all types of insurance
- Checking job applications and employees.

We and other organisations may access and use the information recorded by fraud prevention agencies in other countries.

If you want more details about the fraud prevention agencies we work with, please email: [dataenquiries@hastingsdirect.com](mailto:dataenquiries@hastingsdirect.com)

**Management information purposes** - We analyse and research insurance markets for internal assessment, reports and information.



## How we share your data

We'll pass your information to other organisations (such as breakdown or legal service providers) so they can provide any additional services you've requested. They may pass your information to their agent/s in order to deliver the service or carry out relevant investigations.

Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, your Insurer will pass information relating to it to Insurance Database Services Limited and other appropriate agencies.

Your Insurer will pass details of your no claims discount (NCD) to certain organisations to be recorded on the no claims discount database. This happens if information requires updating or correcting at any stage and also when you renew or cancel your Policy.

If you make a claim we may need to share information with Third Parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.

Your personal data won't be used for marketing, unless you've given us permission. It will only be shared within organisations involved with the administration of your insurance Policy or as otherwise set out in this Data Protection Notice. If you require more information about how your data is used and shared, please contact us.

## Legal obligations and responsibilities

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

### Motor Insurance Database

Your Insurer will pass information relating to your insurance Policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA/ DVANI, the Insurance Fraud Bureau and other bodies permitted by law. The reasons they'll use it for include, but aren't limited to:

- Electronic licensing
- Continuous insurance enforcement
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- Government services and/or other services aimed at reducing incidents of uninsured driving
- Gathering relevant information if you're involved in a road traffic accident (in the UK, the European economic area or certain other territories).

Any person, or appointed representative, pursuing a claim for a road traffic accident (including citizens of other countries) may also access relevant information held on the MID. It is vital that the MID holds your correct registration number. If it's incorrectly shown on the MID you're at risk of having your Vehicle seized by the police. You can check that your correct registration number details are shown on the MID at <http://www.askmid.com>.

### Complaints management

If you make a complaint about the service we've provided, we may have to forward details about your complaint, including your personal information, to the relevant ombudsman.

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

You have the right to receive a copy of the personal information we hold about you at any time, for a fee of £10.

To apply, write to Data Protection Requests at the address below, enclosing a cheque or postal order made payable to Hastings Insurance Services Limited. Please include your full name, address and policy number and we'll deal with your request within the regulatory 40 day period.

If you'd like us to remove any personal information from our records you can also do this by writing to Data Protection Requests. We'll make all reasonable efforts to delete your information from our files, if appropriate.

The address for either service is: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea, TN39 3LW.





## **Things you need to know**

## Keeping your Policy up to date

**Your Policy and the cost of your insurance are based on the information you've given us. It's very important that this is kept up to date**

When you renew your Policy it's your responsibility to tell us about any changes or incidents. You'll need to tell us about anything that's happened in the last 12 months.

Changes to your Policy will be subject to your Insurer agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. The table of fees in this document has more information. In some cases the additional cost could be significant. Please contact us to discuss any changes you wish to make.

Some examples of what you should tell us about follow. These lists can't cover everything so if anything changes it's a good idea to contact us to check whether it's something we need to record on your Policy.

Call customer services for free on the number at the front of this document.



Please call us if anything changes.

**You must tell us immediately if:**

- You, or any insured driver/s are involved in an accident, no matter how minor and regardless of blame and whether or not you want to make a claim
- You change your address
- You, or any insured driver/s, change the type of job they do
- Any named driver (including yourself) passes their driving test and moves from a provisional to a full driving licence, or any insured driver's licence is revoked, either temporarily or permanently
- The status of your or any named driver's licence changes in any other way.

**Please also tell us about any of these before they happen:**

- You intend to change the Vehicle on your Policy
- You want to change what you use your Vehicle for
- You want to include other drivers
- You intend to alter or modify your Vehicle from the manufacturer's standard specification.  
This includes but is not limited to:
  - Changes to the bodywork
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Anything affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system.

This isn't a full list of all possible changes. You **must tell us about any alteration you intend to make to your Vehicle**. Failure to notify us of a modification may result in your Policy being cancelled from the start date, additional premium being applied or your claim being rejected or not paid in full.

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Vehicle, your Insurer will only pay the cost of replacing parts needed for your Vehicle to meet the manufacturer's standard specification.

## When you renew your Policy

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any named driver.

Changes we need to know about include, but are not limited to:

- All circumstances listed in this section.
- If you or any named driver have been involved in any accidents, claims or losses not previously notified to us, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any prosecutions or motoring convictions that you, or any named drivers, are aware of.
- Any fixed penalty notices or licence endorsements incurred during the year.
- Any medical or physical condition or disability that you or any insured drivers need to tell the DVLA/DVANI about, including any you haven't told them about yet.
- Any non-motoring convictions that you and any named drivers have that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however someone has received a prison sentence of more than four years, the conviction will never be spent.

If you don't tell us about changes and take reasonable care to ensure that the information you supply is honest, full and correct we or your Insurer may cancel your Policy from the start date, apply additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any Third Party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering.

Please email [CounterFraudMailbox@hastingsdirect.com](mailto:CounterFraudMailbox@hastingsdirect.com) if you'd like further details on how the fraud prevention agencies may use this information.



## Renewing your Policy

At least 21 days before your Policy ends we'll send you a renewal notice reminder that the insurance cover is due to expire. In most cases, this notice will include an offer to renew your insurance for another year. To help you make an informed decision, any offer made will include important facts about your Policy, any changes to the Policy terms and a price.

The renewal terms offered will be based on the most recent information you've given us and will be shown in your renewal invitation. Please check the accuracy of this information and if any details are incorrect call us immediately.

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

If you want to accept a renewal offer, you must take reasonable care to ensure that your information contained in the Policy is correct and up to date for your Vehicle. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the Policy represents a new contract of insurance, starting on the date shown on your renewal schedule.

## Automatic renewal

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

In a small number of cases, we won't automatically renew your Policy. If this is the case, we'll let you know in your notice of renewal. Some of the reasons we may not automatically renew your Policy include:

- You've previously told us you don't want us to automatically renew your Policy
- Our panel of insurers won't insure you for another year
- You've got an outstanding debt on your current Policy.

**If you don't want to renew your Policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date by contacting our customer services team.**

## After renewal

If you pay for your Policy by annual or monthly direct debit or continuous card authority, we'll continue to collect your premium as agreed previously, using the same account details you gave us the previous year. You'll enter into a new contract of insurance with us commencing on the cover start date shown on your renewal documents.

If you pay annually but don't leave your credit/debit card details with us, we'll be unable to automatically renew your Policy and you'll enter into a new contract of insurance with us on the day you renew your Policy and pay the Premium.

You have the right to cancel this Policy at any time. Cancellation fees will apply.

## How to make a complaint

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

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

**Call: 0800 035 3949**

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

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

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

### Financial Ombudsman Service

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

Their contact details are: Financial Ombudsman Service, Exchange Tower,  
Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123 (from mobiles or non BT lines)

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

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

## Important numbers

To report an incident or make a claim call us on: **0800 035 4260**

Or from outside the UK call: **00 44 1424 738 585**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim  
(such as photos of the damage) you can email us:

**Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

## Your inclusive Motor Legal Expenses Insurance

**Road Traffic Accident related claims 0800 035 4260**

Lines are open: 8am - 8pm Monday to Friday,

10am - 8pm Saturday, 10am - 5pm Sunday.

**Defence of prosecution claims and legal helpline 0344 770 1051**

Lines are open 24 hours a day; throughout the year.

## Your inclusive Breakdown Insurance

Roadside assistance is included in your Hastings Premier policy

To claim 24 hour breakdown help

In the UK: **0800 035 4781** In Europe: **00 44 1737 815 876**

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

## Other useful contact details

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

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

Have your policy number handy.

Customer service department: **0800 035 4801**

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