

HastingsDIRECT

smartmiles 

## Your Car Insurance Policy Booklet

Safe-Motoring Analysis & Reporting Technology





## Our Policy gives you 5 Star Protection

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

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

### What is a Defaqto Star Rating?

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

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

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

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



# Welcome to SmartMiles

Thank you for choosing to insure your car with Hastings Direct, insurance that tracks the quality of your driving.

If you show us that you're safe behind the wheel, we should be able to cut your future insurance costs. Over the years, the savings could really add up.

Once your SmartMiles box has been installed, the rest is down to you. The data from the box will automatically SmartSync to your dashboard, so you can monitor your driving behaviour, view your Driver Rating and track your mileage as often as you wish.

To help you manage your Driver Rating, we'll keep an eye on your dashboard too.

If there is anything we think you can do to bring your score down and save money, we'll send you an email to let you know.

## Six ways that SmartMiles will help your insurance go further!

- 1 Theft tracking
- 2 Uninsured driver promise
- 3 Vandalism cover
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- 6 Legal expenses cover included as standard

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# Claims service

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

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

**If your car is stolen and you have a SmartMiles box fitted to your car you should report the theft immediately to the police and you should obtain a Police Reference Number (PRN). You will then need to contact us on 0844 800 2563 and provide the PRN. We will arrange for the activation of the Theft Tracker device.**

## What to do:

### If you have an accident, remember STOP:

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

### If you need to make a claim:

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

### Simply call our friendly team on 0844 561 1417

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

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

If the only damage is to the windscreen or windows in your car, please call the glassline shown on your Certificate of Motor Insurance and on your Schedule. This line is open 24 hours a day 365 days a year.

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

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

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

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

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

## Claims service Continued

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

- The service is only available for the duration of your repairs, if you use one of your insurers nominated repairers for repairs to your car following damage covered under Sections 1 and 2 of your policy
- A courtesy car is not available if your car is stolen or is considered to be a total loss
- The courtesy car will usually be a Group A vehicle, such as a Ford Ka
- The courtesy car will be automatically insured by this policy, subject to underwriting terms and conditions, at no additional cost, and normal policy terms will apply
- You will be responsible for the courtesy car, including any fines for parking, motor offences and fixed penalties and any congestion or toll charges incurred.

## Travelling abroad?

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Your current policy cover is automatically extended to include travel in the EU and the countries specified in Section 5 for up to 90 days per trip. Please read Section 5 for full details.

If you intend to travel for more than 90 days per trip or visit countries not specified, your policy cover may be extended for the trip or for these countries. Please call our Customer Service Department on 0844 800 2561 at least 7 days before the date of your departure. You will have to pay an additional premium for this.

## Important notice

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You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with iGO4 Limited for arranging and administering your insurance policy, on your behalf, and we shall charge you an arrangement and administration fee for providing our services. Our terms and conditions are set out in this document.

The second contract is with the **insurer** noted on the **certificate of motor insurance** and the policy schedule, for providing your insurance and they shall charge **you** a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document (pages 17- end) the statement of motor insurance, policy key facts and the certificate and schedule, all of which are in your welcome pack.

The combined arrangement and administration fee and premium will form the total cost of the insurance and the amounts paid in respect of the cover **you** hold are found in the covering letter in the welcome pack.

Please note that when **we** are arranging your insurance on your behalf or making any adjustments to it **we** are acting on your behalf as your agent. When dealing with claims for Advantage, Hastings Insurance Services Limited are acting as the agent for the **insurer**. All other **insurer** claims will be dealt with by the **insurer** concerned. If **you** are unhappy or concerned with this arrangement or wish to have more information please do not hesitate to contact **us**.

# Caring for our customers

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It is always **our** intention to provide **you** with a high level of customer service. However, if **our** service ever falls below the standard **you** would expect, please let **us** know by following the procedure below:

- If **you** are dissatisfied with the service provided by Hastings Direct SmartMiles, the best way to contact **us** is via e-mail at the address below, **you** may also contact **us** by phone or letter.

customerservice@hastingsdirectsmartmiles.com

Tel: 0844 800 2561 (Customer Service Helpline)

Customer Services, Hastings Direct SmartMiles, Olympus House, Staniland Way, Peterborough, PE4 6NA

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

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

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

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

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall London, E14 9SR

Tel: 0800 023 4567 or 0300 123 9 123

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

- Nothing in this process will adversely affect your rights of law.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the FSCS. **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstance of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

If you have any questions, or this policy does not meet your needs, please call our Customer Service Department on **0844 800 2561**. Our lines are open from 8.00am to 8.00pm weekdays, 9.00am to 5.00pm Saturdays and 10.00am to 4.00pm Sundays and Bank Holidays.

# Consumer Insurance (Disclosure and Representation) Act 2012

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

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

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

# Keeping your policy up to date

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The terms of your policy and premium are based on the information **you** have given **us**. If any of this changes **you** should tell **us** by calling **our** Customer Service Department. Below are some examples of what **you** should tell **us**. Please note this list is not exhaustive and **you** should contact **us** if **you** are unsure about whether **you** need to inform **us** of a change. Any changes to your policy will be subject to your **insurers** agreement and may not be acceptable, therefore please contact **us** for guidance on changes **you** wish to make. If a change to your policy is acceptable it may result in revised terms and/or a change in the premium.

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

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

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

- If you intend to alter your car from the manufacturer's standard specification.\*
- If **you** intend to change **your car**.
- If **you** intend to change what **you** use **your car** for.
- If **you** want to include other drivers.

### **\*Alterations include optional extras and any changes to bodywork; these include but are not limited to:**

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



# Keeping your policy up to date Continued

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

Should there have been any changes to the insurance details of:

- You or Any other person named as a driver under this policy, such changes to insurance details include, but are not limited to:
  - a) A change of car, address, occupation or use of the car.
  - b) Any drivers you may wish to add to or remove from the policy.
  - c) Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any alterations to your car from the manufacturer's standard specification.\*
- Any prosecutions or motoring convictions that **you** or any insured drivers have received during the year, or any pending prosecutions, motoring convictions or fixed penalty notices or licence endorsements.
- Any medical or physical condition or disability, for **you** or any insured drivers, that is notifiable to the Driver and Vehicle Licensing Agency(DVLA) /Driver & Vehicle Agency Northern Ireland (DVANI) which has not been notified to and accepted by the DVLA/DVANI.
- Any non-motoring convictions for all drivers that are not considered spent. A spent conviction is one which, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however you have received a prison sentence of more than two and a half years, your conviction will never become spent.

Renewal terms will be offered based on the information you provided as shown on the Statement of Renewal. Please check the accuracy of this information and if any details are incorrect you should tell **us** by calling **our** Customer Services Department on 0844 800 2561.

Please take reasonable care to ensure all questions have been answered honestly and to the best of your knowledge. If you don't answer the questions correctly your policy may be cancelled or your claim rejected or not fully paid

### **\*Alterations include optional extras and any changes to bodywork; these include but are not limited to:**

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

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed.

# Our Terms and Conditions

## Whose products do we offer?

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We arrange the Hastings Direct SmartMiles policy with a single provider, Advantage Insurance Company Limited.

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

## Who regulates us?

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The Hastings Direct SmartMiles policy is arranged and administered by iGO4 Limited. Registered in England No. 5095154. Registered address: Olympus House, Staniland Way, Peterborough, PE4 6NA. iGO4 Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number 536726.

Motor Insurance claims are handled by Hastings Insurance Services Limited, who is the UK administrator on behalf of the insurer. Registered in England and Wales No 3116518. Registered address: Conquest House, Collington Avenue, Bexhill-on-Sea, TN39 3LW. Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number 311492

## Ownerships and Close links

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Hastings Insurance Services Limited is wholly owned by Hastings (UK) Limited (registered in England and Wales number 06769523) which, in turn, is wholly owned by Hastings (Holdings) Limited (registered in England and Wales number 07162484) which, in turn, is wholly owned by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG").

Advantage Insurance Company Limited is wholly owned by Advantage Global Holdings Limited ("AGH"), we should advise that AGH is also wholly owned by HIG.

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

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

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

**Our** service includes: arranging your insurance cover on your behalf with **insurers** to meet your requirements; and helping **you** with any ongoing changes **you** have to make, such as amendments to the cover, use and property insured. **We** will also arrange the cancellation of your policy and arrange cover with an alternative **insurer** if your requirement to amend your policy is not acceptable to your original **insurers**. Additionally **we** will arrange optional additional covers such as personal accident and breakdown where these meet your needs. **We** will also arrange the renewal of your insurance.

# What you have to pay for our services

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

**Each fee is non refundable and is payable at the time of the transaction to which it relates.  
Our fees are in addition to any premium adjustments charged by the insurer.**

Arranging your New Policy (£0 if quoted and accepted on our website)	<b>£10</b>
SmartMiles box installation fee (Non refundable after the box is installed)	<b>£210</b>
Missed installation appointment	<b>£45</b>
Change of vehicle	<b>£135</b>
Arranging your Renewal	<b>£5</b>
Amendments/Changes to your policy (Excluding change of vehicle)	<b>£35</b>
Duplicate Documentation (printed)	<b>£20</b>
Cancellation	<b>£55*</b>
Removal of SmartMiles box (at your request)	<b>£90</b>
Payment by credit card	<b>£5</b>
Defaulted Direct Debit Payment	<b>£25**</b>

\*reduced to **£25** if cancelled within the 14 days cooling off period or if the SmartMiles box has not been fitted.

\*\* charged by Creation Finance who administer the direct debit scheme.

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

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

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

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the Terms and Conditions of the card issuer. All other refunds will be made by cheque. **We** are unable to give cash refunds. If **you** do not pay for your insurance **you** should show these details to the person who paid on your behalf.

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

If **you** fail to pay **us** any money **you** owe to **us** on the date due and **we** instruct a third party to collect this amount **you** agree to pay **our** reasonable costs in the form of fees and related interest charges and the related fees and costs of the third party collecting this amount on **our** behalf.

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

# Client Money and Instalments

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

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

When dealing with any amendments or alterations to your policy, **we** will not collect or refund any amounts under £1.

Please note that any interest earned by **us** and any investment returns on any segregated designated investments will be retained by **us**.

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

# Introducer arrangements

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

# Your right to cancel

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This section contains important notes about your rights of cancellation. **You** must read these notes carefully.

For full details please refer to the "Cancelling this policy" in Section 3 of the General Conditions (page 33)

We will only cancel a Motor Policy at your request if you meet the legal requirement to return the certificate of motor insurance to us. If you have lost the certificate of motor insurance, you must send in a completed written declaration confirming that you wish to cancel and no longer have the certificate of motor insurance in your possession

## Optional Additional Products

The policies shown in bold below can be cancelled at any time. However, unless they are cancelled within the 14-day cooling off period, they will be subject to no return in premium.

**Breakdown, Personal Accident, Keycover, Replacement Vehicle**

## Notes

- The address to return your policy document to is:

Hastings Direct SmartMiles, Olympus House, Staniland Way, Peterborough, PE4 6NA

- The cooling off period of 14-days commences from the time the contract is concluded. The contract is concluded, when **you** receive the documents from **us**. We are entitled to assume that documents have been received in accordance with accepted principles of law.  
That is: provided the document is sent to the correct address, documents posted first class on business day one are received on business day two. For electronic documentation we are entitled to assume that documents have been received immediately.
- If **you** have a balance outstanding following the cancellation of your policy, the credit/debit card used to pay the first instalment will be charged with the outstanding balance, as this card will be used to secure the premium payable for your insurance.
- **If you do not pay for your insurance, you should show these details to the person who paid on your behalf.**

# Data Protection

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For the purpose of the Data Protection Act 1998 the joint Data Controllers in relation to the personal data **you** supply are iGO4 Limited and Hastings Insurance Services Limited. Information **you** provide about yourself and others will be used by **us** for insurance and account administration, providing automatic renewals, to assist **you** with claims and enquiries, and for statistical and research purposes. **We** may check and/or share information with credit reference or fraud prevention agencies, and debt collection agencies where necessary.

In order to assess the terms of the insurance contract or administer claims that arise, **we** or the **insurer** may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions). By proceeding to provide any sensitive information about a third party (e.g. another driver), **you** must obtain their prior agreement to this and **we** will proceed on the basis that **you** have done so.

**We** will pass your information to other organisations (e.g. insurers, service providers) to enable them to provide the cover/services **you** have requested, and they in turn may pass your information to their agent(s) in order to deliver the service or carry out relevant investigations. **We** will disclose your information if **we** have been legitimately asked to provide it for legal or regulatory purposes or in connection with actual or prospective legal proceedings. Occasionally, **insurers/organisations** may transmit or store your data outside the European Economic Area (EEA) in countries that do not have the same standards of protection for personal data as the UK.

# Credit checks

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In assessing an application for insurance or policy renewal, **we** or the **insurer** may pass your details and the details of any other person to be insured to credit reference agencies who will conduct a credit search including full electoral roll, public information and previous search records. The credit reference agencies keep a record of that search. The search will be carried out on our behalf by our software house, CDL, and will be recorded on your credit report in CDL's name. **We** or the **insurer** may also pass to credit reference agencies information **we** hold about you and your payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. **We** or the **insurer** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

# Continuous Insurance Enforcement and the Motor Insurance Database

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Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") 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, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing.
- II. Continuous Insurance Enforcement.
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **insurers** and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your car** seized by the Police. **You** can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Fraud prevention and detection

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Fraudulent insurance applications and claims increase insurance premiums for all policyholders. To prevent and detect insurance related fraud **we** may check your details with national fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti-Fraud & Theft Register, Claims and Underwriting Exchange and the Motor Insurers Database. When **we** deal with your request for insurance, or handle your claim, **we** may search these registers. Under the conditions of your policy, **you** must tell **us** about any incident (such as accident or theft) which may, or may not, give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud protection agencies. Law enforcement agencies may access and use this information. The **insurer** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

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

The **insurer** shown on your schedule can give **you** details of the relevant agencies.

The **insurer** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**You** should not assume **we** will write or make any outside enquiries and should take reasonable care to answer all questions as fully and as accurately as possible. If **you** volunteer information that is over and above that requested **you** must do so honestly and carefully.

**You** should check your Statement of Insurance to ensure that all facts given are correct.

It is an offence under the Road Traffic Act to make a false statement or to withhold information to obtain the issue of a Motor Insurance Certificate. If **you** give **us** any additional information in writing **you** should keep a copy for your records.

# Your Motor Insurer's Policy Wording

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# Private car insurance policy summary

keyfacts<sup>®</sup>

This summary does not describe all the terms and conditions of your policy, so please take time to read the Car Insurance Policy Booklet to make sure you understand the cover it provides. When reviewing your Policy it should be read in conjunction with your Policy Schedule and Certificate of Motor Insurance.

- Insurer:** Advantage Insurance Company Limited (regulated by the Financial Services Commission of Gibraltar) & authorised Co-Insurers.
- Period of Cover:** Annual Policy: Refer to your Certificate of Motor Insurance or Policy Schedule for the effective dates.

## Telematic

This is a Telematic policy and a SmartMiles box must be fitted to your car by one of our approved installers within 14 days of cover commencing. Your premium may be adjusted depending on how your car is driven and further details are found in the Telematic Terms and Conditions section of the policy booklet. You must present documentation for you and your car before a SmartMiles box is fitted and the box must remain in your car throughout the period of insurance. Details of the required documentation can be found in the Telematic Terms and Conditions section of the policy booklet.

## Information about your policy cover

Policy Features & Benefits	Policy Cover	
The features and benefits that apply to your policy are shown below	Comprehensive	Third Party Fire & Theft
<b>Section 1</b> - Damage to your Car (except that caused by Fire & Theft) up to its market value	✓	
<b>Section 2</b> - Damage or Loss by Fire or Theft up to its market value	✓	✓
<b>Section 3</b> - Legal liability for damage to other peoples property up to £20m (or £25m in total, including all costs). Cover for Driving other Cars only where your Certificate of Motor Insurance allows, is limited to Third Party Only when you are driving cars not owned by, hired or leased to you.	✓	✓
<b>Section 4</b> - Personal Accident , for you, spouse or civil partner, if either of you are accidentally killed or injured while getting into or travelling in your car, or any other car you do not own. £5000 for Death or Loss of sight or Limb (above the ankle or wrist). Benefit not applicable for claimants over the age of 75.	✓	
<b>Section 5</b> - Using your Car Abroad (Foreign Use) Provides the same level of cover applicable to this policy for up to 90 consecutive days. Cover only applies to those countries within the territorial limits as specified within the Policy booklet and Schedule.	✓	✓
<b>Section 6</b> - Medical Expenses Up to £500 for each injured person	✓	
<b>Section 7</b> - Personal Belongings Up to £300 for personal belonging in your car, that are lost or damaged by Accident or Fire or Theft.	✓	
<b>Section 8</b> - The insurer will pay for damage to the insured car's windscreen and windows less any excess as shown on your Schedule.	✓	
<b>Section 10</b> - If you have a child's car seat or booster seat fitted in your car and your car is involved in an accident, fire, theft or attempted theft, provided you are making a claim under Sections 1 or 2 of this policy, we will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item. Unless stolen, the child's car seat or booster seat should be made available for inspection.	✓	✓
<b>Section 11</b> - If you are unable to continue your journey as a result of loss of or damage to the insured car, the insurer will pay you up to £50 per person (£250 maximum) for onward travel expenses or one nights hotel accommodation.	✓	

# Significant Policy Exclusions and Limitations

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For full details please refer to your Policy Booklet (including the General Exceptions), Certificate & Schedule.

## Sections 1 & 2 and General Exceptions.

- ✘ Excludes Injury, Loss or Damage when your car is driven by someone who is not a permitted driver.
- ✘ Cover is excluded in respect of loss of the use of your car, wear and tear, loss of value, loss by deception or repossession by the rightful owner.
- ✘ Excludes any loss or damage caused by a member of your immediate family, or a person living in your home taking your car without your permission, unless you report the person to the police for taking your car without your permission and assist the police in a prosecution.
- ✘ Section 2 excludes loss of or damage to your car while
  - (a) the ignition keys have been left in or on your car or;
  - (b) your car has been left unattended with the engine running
- ✘ Cover may not be provided for malicious damage, theft or attempted theft if you have stated that your car will be garaged and the incident occurs when **your car** is not garaged but is within the vicinity of your declared garaging address.
- ✘ The first £295 of a claim when your car is being driven by or in the charge of any person who is under 21, or the first £195 of a claim when your car is being driven by or in the charge of any person who is aged 21 to 24, or anyone who has not held a full UK driving license for at least one year. These amounts are in addition to the excesses shown on your Schedule.
- ✘ Cover is not provided if you or any person entitled to drive on your policy is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, when the accident happened.
- ✘ Loss or damage to your car caused by an inappropriate type or grade of fuel being used
- ✘ If you have an accident between the hours of 10pm and 5am an additional £200 accidental damage excess will apply

## Cancelling this Policy:

**Withdrawal Period:** You have 14 days from the date you received your policy documentation or the start date of the policy to cancel this policy and receive a pro rata refund of premium. A full refund of premium will be issued where cover has not commenced. No refund of premium will be given if you have made a total loss claim against your policy. To cancel this policy please contact Customer Services on 0844 800 2561.

**Cancellation after the Withdrawal Period:** If you wish to cancel this policy after the 14 days withdrawal period, please contact our Customer Service Department on 0844 800 2561 who will calculate the appropriate return premium due to you. No refund of premium will be given if you have made a claim against this policy. For full details please refer to the "Cancelling this policy" in Section 3 of the General Conditions (page 33)

**Extreme Alerts-** If you receive three extreme event warnings you will be sent 7 days notice of cancellation in accordance with General Condition 3 of the policy.

**Reporting Claims:** To report a new claim for accident, fire or theft please call 0844 800 2563. This is a 24 hour service.

In the event of your car being stolen you should report the theft immediately to the police and you should obtain a PRN (Police Reference Number). You will need to provide this to us when you call to report the theft – refer to page 5 for full details.

# Caring for our Customers

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We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint you should contact Hastings Direct SmartMiles who arranged the policy for you (see page 7). They will tell you what they will do to resolve your concerns and how long it will take.

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

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E149SR.

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

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

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

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

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

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

# Information about your policy documents

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Your insurance contract is made up of:

- This policy;
- Your Schedule which has details of **you**, your **Insurer**, **your car** and the cover provided;
- Your current **Certificate of Motor Insurance** which gives details of who may drive **your car** and what **your car** can be used for; and
- The Statement of Insurance which shows all the information **you** have provided on which the cover has been based.

Your Schedule will show **you** which sections and **endorsements** in this policy apply to **you**.

**You** should keep a record (including copies of letters) of all the information **you** supply **us** with in relation to this insurance.

## Contract of insurance

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

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

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

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

For and on behalf of the **Insurer**:



Toby van der Meer  
Managing Director, Hastings Insurance Services Limited

# Meaning of words

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The following defined words will carry the same meaning wherever they are shown in **bold** throughout the **policy book**.

## **Certificate of Motor Insurance**

The proof of the motor insurance **you** need by law. **The Certificate of Motor Insurance** shows what car is covered, who is allowed to drive the car and what the car can be used for.

## **Endorsement**

A clause which changes the terms of the policy. Any **endorsements** which apply will be shown on your Schedule.

## **Excess**

The part of the claim that **you** must pay.

## **Insurer**

The insurance company or Lloyd's syndicate **Insurer** whose name is shown on your **Certificate of Motor Insurance** and Schedule.

## **Market Value**

The cost of replacing **your car** in the United Kingdom at the time the loss or damage occurred with one of a similar make, model, age and condition. Publications may be used which refer to vehicle values such as Glass's Guide to assess the **market value**, with an allowance being made for the mileage, condition and circumstances of purchase by **you**.

## **Nominated Repairer**

A repairer from your **insurer** approved network, whom your **insurer** will authorise to repair **your car** following a claim under Section 1 or Section 2 of this policy.

## **Period Of Cover**

The period **you** are insured for, as shown on your **Certificate of Motor Insurance**.

## **SmartMiles Box**

Electronic equipment (including connections and related wiring) which records and transmits car usage data to **us** and which is fitted to the insured car by **our** approved installers

## **We/Us/Our**

Hastings Insurance Services Limited trading as Hastings Direct on behalf of the **Insurer** identified on your **Certificate of Motor Insurance**.

## **You**

The policyholder named on your Schedule.

## **Your Car**

The car described on your Schedule. (See "Keeping Your Policy Up To Date").

# Guide to cover

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Policy section	Comprehensive	Third Party Fire & Theft
1. Damage to your car	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Damage to or loss by fire or theft	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Liability to third parties	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Personal accident	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Territorial limits and using your car abroad	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Medical expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Personal belongings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Glass damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. No-claim discount	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10. Child seat cover	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. Overnight accommodation or onward transport	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# Section 1

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

### What is covered

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

### What is not covered

- ✗ The **excess** shown for this section on your Schedule.
- ✗ Any young and inexperienced driver **excess** as explained below.
- ✗ Loss or damage more specifically covered under sections 2 or 8.
- ✗ Loss of use of **your car** (including the cost of hiring another vehicle).
- ✗ Wear and tear.
- ✗ Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- ✗ Damage to your tyres caused by braking, punctures, cuts or bursts.
- ✗ **Your car** losing **market value** after or because of repairs.
- ✗ Any other loss of value.
- ✗ Loss of or damage to **your car** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- ✗ **Your car** being repossessed by its rightful owner or having to pay compensation to the owner.
- ✗ Loss or damage if **your car** is being driven by anyone who is not keeping to the terms of their driving licence.
- ✗ Any amount greater than the manufacturer's last list price for replacing any part or accessory lost or damaged.
- ✗ Repairs or replacements which improve the condition of **your car**.
- ✗ Loss of or damage to **your car** as a result of a deliberate act by anybody insured by the policy.
- ✗ **Your car** being confiscated or destroyed by or under order of any government or public or local authority.
- ✗ Loss of or damage to **your car** caused by a member of your immediate family, or a person living in your home taking **your car** without your permission, unless **you** report the person to the police for taking **your car** without your permission and assist the police in a prosecution.
- ✗ Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- ✗ Damage to **your car** if **you** or any person entitled to drive as specified by your current **Certificate of Motor Insurance** is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, when the accident happened.
- ✗ This policy does not provide cover for accidental injury, loss or damage arising whilst **your car** is being used in any rallies.
- ✗ Loss or damage to **your car** caused by an inappropriate type or grade of fuel being used.
- ✗ Any damage to the **SmartMiles box** as a result of malicious tampering or interference with this device

### Young and inexperienced driver excess

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

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

In either case the amount shown above will apply on top of any other **excess** shown on your Schedule. **You** do not have to pay any **excess** when **your car** is with a member of the motor trade for servicing or repairs.

# Section 1 Continued

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## How your claims are settled

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

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

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

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

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

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

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

If **you** are still paying for **your car** under a hire purchase or leasing agreement your **insurer** will pay a claim for the total loss of **your car** to the hire purchase or leasing company.

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

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

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

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

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



# Section 2

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## Damage or loss by fire or theft

### What is covered

Loss of or damage to **your car** (and its accessories while in or on **your car** or in your private garage) by:

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

### What is not covered

- ✗ The **excess** shown for this section on your Schedule.
- ✗ Loss of use of **your car** (including the cost of hiring another vehicle).
- ✗ Wear and tear.
- ✗ Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- ✗ Damage to your tyres caused by braking, punctures, cuts or bursts.
- ✗ **Your car** losing **market value** after or because of repairs.
- ✗ Any other loss of value.
- ✗ Loss of or damage to **your car** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- ✗ **Your car** being repossessed by its rightful owner or having to pay compensation to the owner.
- ✗ Any amount greater than the manufacturer's last list price for replacing any accessory or part lost or damaged.
- ✗ Loss of or damage to your car while
  - (a) the ignition keys have been left in or on your car or;
  - (b) your car has been left unattended with the engine running
- ✗ Repairs or replacements which improve the condition of **your car**.
- ✗ Loss of or damage to **your car** as a result of a deliberate act by anybody insured by the policy.
- ✗ **Your car** being confiscated or destroyed by or under order of any government or public or local authority.
- ✗ Loss of or damage to **your car** caused by a member of your immediate family, or a person living in your home taking **your car** without your permission, unless **you** report the person to the police for taking **your car** without your permission and assist the police in a prosecution.
- ✗ Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- ✗ This policy does not provide cover for accidental injury, loss or damage arising whilst **your car** is being used in any rallies.
- ✗ Any damage to the **SmartMiles Box** as a result of malicious tampering or interference with this device



## Section 2 Continued

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### How your claims are settled

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

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

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

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

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

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

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

If **you** are still paying for **your car** under a hire purchase or leasing agreement your **insurer** will pay a claim for the total loss of **your car** to the hire purchase or leasing company.

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

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

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

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

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

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

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

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

# Section 3

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## Liability to third parties

### What is covered

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

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

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

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

Note: Cover is not provided:

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

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

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

## Section 3 Continued

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### What is not covered

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

## Section 4

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### Personal accident

#### What is covered

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

#### What is not covered

- ✘ Benefit for death of or injury to a person under 16 or over 75.
- ✘ More than £5000 in any one period of insurance.
- ✘ If **you** or your spouse or civil partner have more than one policy with the **insurer**, your **insurer** will only pay out under one policy.
- ✘ Benefit for death or injury occurring while the driver is under the influence of alcohol or drugs.

### How your claims are settled

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

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

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

## Section 5

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### Territorial limits and using your car abroad

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

✓ **Compulsory Cover outside the Territorial Limits**

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

✓ **Full Policy cover outside the Territorial Limits**

The **Territorial Limits** are automatically extended for 90 days for any one trip to include

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

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

If **you** intend to use **your car** in excess of 90 days for any one trip in these territories, **you** must first contact **our** Customer Service Department to obtain agreement and pay any additional premium requested. Only the minimum cover required by the relevant law will apply unless this condition is met.

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

### How your claims are settled

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

## Section 6

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### Medical expenses

#### What is covered

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



# Section 7

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## Personal belongings

### What is covered

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

### What is not covered

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

## How your claims are settled

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

# Section 8

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## Glass damage

### What is covered

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

### What is not covered

- ✗ The **excess** shown for this section on your Schedule.
- ✗ Sunroofs or any other glass forming part of **your car**.

## How your claims are settled

Your **insurer** will either:

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

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

**You** will be required to pay the **excess** shown on your schedule for each glass claim made. Your **insurer** will also pay to repair any scratching to the bodywork of the vehicle. Any payment made under this section alone will not affect your no-claim bonus.

## Section 9

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### No-claim discount

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

## Section 10

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### Child seat cover

#### What is covered

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

## Section 11

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### Overnight accommodation or onward transport

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

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

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

# General exceptions

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## This policy does not cover the following:

1. Any injury, loss or damage occurring while **your car** is being:
  - Driven by or is in the charge of any person not shown on your **Certificate of Motor Insurance**; or
  - used for any purpose not shown on your **Certificate of Motor Insurance**; or
  - used on any race track or circuit other than accidents to which the Road Traffic Act applies.
  - involved in an incident as a result of a deliberate act by anybody insured by the policy, except to the extent that we are obliged by law under the Road Traffic Act

However, **your car** is covered while with a member of the motor trade for the purpose of maintenance or repair.

2. Any injury, loss or damage occurring while **your car** is being: Driven or in the charge of anyone who does not have a valid driving licence, is disqualified from driving, has not held a driving licence, is prevented by law from holding one and who does not meet the terms and conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law.
3. Liability **you** have under an agreement, unless **you** would have had the liability if the agreement did not exist.
4. Loss, damage, injury or legal liability directly or indirectly caused by, resulting from or in connection with invasion, war, revolution or any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where such liability is required to be covered by the Road Traffic Act. The definition of terrorism shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or a UK Court of Law to be an act of terrorism.
5. Any injury, loss or damage (except under section 3 - Liability to third parties) caused by or arising from:
  - Earthquake; or
  - riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
6. Loss, damage, injury or legal liability caused directly or indirectly by:
  - Pressure waves caused by aircraft and other flying objects; or
  - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
7. Any accident, injury, loss, damage or liability arising while **your car** is in a place used for the take off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas and ground equipment parking areas.
8. Any decision or action of a court outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless the decision is made or action is taken in a foreign court because **your car** was used in that country and that country is in the European Union or is mentioned by name in Section 5.
9. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of insurance. **We** will treat all pollution or contamination arising from one incident as having happened at the time of the incident.

This policy does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from **your car** caused by failure to properly maintain it.

This exception does not apply where your **insurer** needs to provide the minimum level of cover required by law.
10. Any loss or damage resulting from the impoundment or confiscation of **your car** by Customs and Excise, Police or any other Government Authority.
11. Any accident, injury, loss, damage or liability while **your car** is:
  - Towing a trailer which is unsafe or has an insecure load.
  - Being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.
12. Any accident, injury, loss, damage or liability while **your car** is outside the Territorial Limits unless allowed by Section 5.
13. Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your car** or being towed by a vehicle being driven by **you**.
14. Legal liability when a trailer or broken-down vehicle is being towed for profit.



# General conditions

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

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

## 1. Making Claims

In the event of any claim under this policy, **you** or any insured driver or your legal representative must phone **our** claims helpline with information as soon as is reasonably possible. If your claim is for glass damage only, phone your **insurer's** glassline. The telephone numbers are shown on your **Certificate of Motor Insurance** and your Schedule.

- **You** or any insured driver must immediately send to your **insurer** any writ, summons, letter, claim or other document, unanswered.
- **You** or any insured driver must immediately tell your **insurer** about any impending prosecution, inquest or fatal accident inquiry.
- **You** or any insured driver must not admit liability for or negotiate the settlement of any claim unless **you** have your **insurer's** written permission.
- **You** or any insured driver must give your **insurer** all the information and help requested, and all information provided must be true and correct to the best of your knowledge.

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

- Take over and conduct the defence or settlement of any claim; and
  - Take legal action over any claim.
- These actions may be taken in your name or the name of any insured person.

## 2. Care of your car

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

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

## 3. Cancelling this policy

**You** have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. Unless **you** have made a total loss claim under the policy, **you** will receive a refund of premium paid, subject to your **insurer's** minimum premium for any **period of cover** provided. In these circumstances, the effective date of cancellation will be the date that **you** serve notice of your wish to cancel. If **you** serve notice of cancellation prior to commencement of cover, **you** will be entitled to a full refund of the premium **you** have paid.

**We** or your **insurer** may also cancel this policy by sending **you** 7 days' notice, in writing, to your last known address.

A refund of premium for the remaining period of your policy will be allowed as long as no claim has arisen in the current period, subject to your **insurer's** minimum premium.

**You** may also cancel the policy at any time after the initial 14-day period detailed above by returning the **Certificate of Motor Insurance** to **us**. In this event a refund of premium, subject to your **insurer's** minimum premium, will be calculated with effect from the date that the **Certificate of Motor Insurance** is received at the offices of Hastings Direct. If any claims have been submitted during the current annual period of insurance, no refund will be due and if **you** are paying the annual premium by instalments, then the outstanding loan will become payable in full.

## 4. Right of recovery

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

## 5. Other insurance

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

# General conditions Continued

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## 6. Keeping to this policy

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

- Anyone claiming cover has kept to all its terms, conditions and **endorsements**; and
- The information **you** gave on your Statement of Insurance and declarations is correct and complete as far as **you** know.

## 7. Non-payment of premiums

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

## 8. Car sharing

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

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

## 9. Fraud

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

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

**Then:**

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

## 10. Victim of Crime

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

## 11. Proof of No Claims Bonus

**We** have given a discount on your policy dependent on the number of years no claims **you** state **you** have. Proof of this no claims period must be provided, when **you** are asked to do so, in writing from the immediate last insurer or your policy may be invalid. Your period of no claims must have been earned within the United Kingdom within the previous two years and earned on a private car policy.

# Telematic Terms and Conditions

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**SmartMiles box** means electronic equipment (including connections and related wiring) which records and transmits car usage data to **us** and which is fitted to **your car** by **our** approved installer network service.

Before the **SmartMiles box** can be installed **you** have the responsibility to ensure that **you** have the agreement of anybody with a legal interest in the car such as a spouse or hire purchase company to the fitting of a **SmartMiles box**.

## 1) Summary

It is a condition of this policy that **you** have a **SmartMiles box** installed in **your car** and that it remains in use at all times. The policy will be cancelled if the **SmartMiles box** is not installed within 14 days of cover commencing under your policy. The **SmartMiles box** is for the purpose of telematic insurance and theft tracking on demand and it will be installed by an approved network service and comprises of a small box fitted discreetly into **your car**. A fee will be charged to cover the cost of installation - see "What you have to pay for our services" on Page 11.

The **SmartMiles box** allows **us** to validate the information **you** provided **us** with when **you** purchased your insurance and captures car data daily and throughout the term of the policy and will SmartSync this data to us. All telematic data transmitted to and from the **SmartMiles box** is secure.

The **SmartMiles box** will measure and transmit various aspects of how the car is driven. These measurements will include (but are not limited to) speed throughout your journey, braking frequency and force, time and date of travel and acceleration. **We** will use your telematic data to determine your driver behaviour and calculate your Driver Rating. **We** may also use the telematic data collected from the **SmartMiles box** in the event of a claim, in calculating your premium and in **our** statistical analysis.

**You** will be able to access your own dashboard portal to regularly check your SmartMiles Driver Rating. This dashboard will show your telematic parameter scores such as Speed, Time of day, Braking and Acceleration along with other information about your driving behaviour. During the first year of insurance this data will not be used to adjust your premium unless **you** exceed 15,000 miles during the **period of cover**, but it may impact on any renewal premium /terms offered. Therefore it is important **you** access this information regularly to keep track of your Driver Rating as **you** have a direct influence on this.

**We** will attempt to capture telematic data at all times during the period of insurance. If telematic data is not collected for any period of the insurance (for example the following reasons) this will not affect your cover:

- **You** drive another car without a **SmartMiles box**,
- **You** drive into a geographic area not covered by the **SmartMiles box** or where the **SmartMiles box** cannot operate,
- The **SmartMiles box** develops a fault or is damaged by an insurable event.

Then your driving behaviour for this period may not be recorded.

Extreme Event Alerts - **You** will be sent a warning e-mail and a warning notice will appear on your dashboard if an extreme event has been recorded, such as speeding. If **you** receive three extreme event warnings **you** will be sent 7 days notice of cancellation in accordance with General Condition 3 of the policy.

## 2) About the SmartMiles box and Faults

If any damage is directly caused to **your car** because of the **SmartMiles box** fitting then it will be repaired at no extra cost to **you**. **We** will not be responsible for any depreciation in the value of the car caused by the fitting of the **SmartMiles box**.

If the **SmartMiles box** is damaged due to **you** or anyone acting on your behalf, maliciously tampering or interfering with the **SmartMiles box**, or **you** or anyone acting on your behalf deliberately prevent it from working, **we** reserve **our** right to cancel your policy under "General Condition 3" of the policy.

**You** will be liable for any costs incurred for fitting, repairing, removing or replacing the **SmartMiles box**. **You** will not be liable for manufacturer faults.

**SmartMiles box** faults - should the **SmartMiles box** develop a fault, your **SmartMiles box** approved installer will notify **you** and arrange a mutually suitable time to replace the **SmartMiles box**.

## Telematic Terms and Conditions continued

**You** must allow the installer access to **your car** within 14 days of your **SmartMiles box** installer notifying **you** of the fault. If **you** do not allow the installer access to **your car** within this timescale then **we** reserve **our** right to cancel under General Condition 3 of the policy.

**You** accept that the **SmartMiles box** uses battery power supply and so there may be a small drain on your battery even when the car is not being used. It is your responsibility to maintain in good working order any item which is part of **your car** and which is used to enable the operation of the **SmartMiles box** and/or in conjunction with it e.g. car battery.

**We** reserve the right to replace the **SmartMiles box** at **our** option and expense at any time with any other telematic box providing **you** with at least the same functionality. This will enable **us** to ensure the box is updated if there are technological changes and improvements. **We** will only exercise this right; when replacing a defective **SmartMiles box**; or when installing a **SmartMiles box** in your new car (following a change of car on your policy); or by providing **you** with at least 21 days notice of **our** intentions prior to your policy anniversary and only then if the **SmartMiles box** is over 3 years old.

## 3) Cancellation

If the policy is cancelled or lapses (or the Insured Car is replaced) the **SmartMiles box** will remain in the car and **we** will cease to collect data for insurance purposes. Any telematic data collected remains **our** property, subject to the requirements of the Data Protection Act (1988). If **you** wish to have the **SmartMiles box** removed, please contact **us** and **we** can arrange this for **you**, subject to an appropriate de-installation fee. If **you** sell **your car** **you** must ensure that **you** contact **us** to deactivate the **SmartMiles box**, and that the new owner of the car is aware that it has a **SmartMiles box** fitted.

## 4) Installation

Within the quote website you select your preferred installation date. When a policy is purchased an installation request is issued automatically to your **SmartMiles box** installer. The **SmartMiles box** will not be installed before cover commences. Installations cannot be selected for evenings, weekends or public holidays.

At the time of installation **you** must provide the approved installer with the following documents; V5C vehicle log book, driving licence for **you** and any named drivers (photo card and green counterpart including endorsements section) and Proof of No Claims Bonus (see General Condition 11 - Proof of No Claims Bonus). If these documents are not provided the installation will not take place and your **SmartMiles box** installer will contact **you** to re-arrange an appointment that must be within 14 days of cover commencing under your policy and failure to do this will result in cancellation of the contract. **You** will be charged a missed appointment fee.

If **you** are not at the installation address at the time agreed, the approved installer will wait 30 minutes and during this time your **SmartMiles box** installer will try and contact **you** to establish if the appointment will be met. If **you** do not attend, a failed appointment card will be left by the installer (if a residential address) advising of the missed appointment and the failed appointment fee payable. Your **SmartMiles box** installer will contact **you** to re-arrange an appointment that must be within 14 days of cover commencing under your policy and failure to do this will result in cancellation of the contract in accordance with General Condition 3 of the policy. In the event **you** fail to attend a re-scheduled appointment within 14 days of cover commencing the contract will be cancelled in accordance with General Condition 3 of the policy.

Changing **your car** - If **you** change **your car** during the term of the policy we will require a new **SmartMiles box** to be fitted to this car within 21 days of the effective date of the change and failure to do this will result in policy cancellation in accordance with General Condition 3 of the policy. No documentation will be required when **you** change **your car** as this is only collected at the inception of the policy. A fee will be charged for installation of the new **SmartMiles box**. **We** will not remove the box from your previous car and **you** are obliged to tell the new owner of this car that a **SmartMiles box** is fitted to it. **You** should not attempt to remove the box yourself as it has been integrated into **your car** and **we** will not be responsible for any damage to **your car** caused by de-installation of the **SmartMiles box** by **you** or anyone acting on your behalf. If **you** wish to have the box removed, please contact **us** and **we** can arrange this for **you**, subject to an appropriate de-installation fee.

## 5) Claims

Please see section - "What to do in the event of a claim " and in particular if **your car** is stolen the action **you** need to take to activate the tracker device and help locate **your car**.

# Endorsements

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

## 05 Protected no-claim bonus. (Two claims in 3 years).

Section 9 of your policy is replaced with the following:

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

- 2 years no-claim bonus (if **you** have made 3 claims); or
- No no-claim bonus (if **you** have made more than 3 claims).

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

## 05a Protected no-claim bonus. (Two claims in 3 years).

Section 9 of your policy is replaced with the following:

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

## 09 Owner's interest noted

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

## 10 Excluding a specific driver

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

## 19 Immobiliser warranty

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

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

## 26 Tracking Device Warranty

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

## 36 Windscreen Replacement/Repair Limit when not using our approved repairer

When making a claim under Section 8 of your policy for replacement or repair of windscreen or windows of your vehicle, the maximum amount **we** will pay will be £95 after deducting the excess, if **you** do not use **our** approved glass company via **our** glass line number shown on your schedule or Certificate of Motor Insurance.

## Endorsements continued

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### 38 Uninsured Driver Promise

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

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

### 39 Vandalism Promise

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

1. The excess is paid.
2. You report the incident to the police and provide us with your crime reference number.
3. Malicious damage is specifically excluded to your car as a result of a deliberate act by anybody insured by the policy.

Your no claims discount will be affected until such time as you provide your crime reference number.

### 40 Night time Excess

If you have an accident between the hours of 10pm and 5am an additional £200 accidental damage excess will apply.

# Travelling abroad

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## Important guidelines when travelling abroad

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

Take the following insurance documents when **you** travel abroad:

- Your **Certificate of Motor Insurance** and this Policy Booklet.

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

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

1. Date, time and place of the accident:

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2. Other vehicle's details:

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# Travelling abroad continued

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Registration number:

Country of registration:

Policy number of the insurance:

Name and address of the insurer:

Surname, first name and address of the driver:

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



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

# Your Motor Legal Expenses Policy Wording

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# Motor Legal Expenses Insurance Policy Summary



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

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

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

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

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

Insurer: Inter Partner Assistance SA

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

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



## Cancellation

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

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

## To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance, you should telephone 0844 800 4585 for accident related claims, or

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

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

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

## Caring for our customers

### **See page 7 for details**

For complaints about the administration of your policy please contact the Administrator by email, phone or by writing to: Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead, CH41 1FB.

Tel: 0844 249 3742.

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

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

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

Tel: 0844 770 9000

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

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

### **See page 7 for details**

## Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme.

### **See page 7 for details**

# Motor Legal Expenses Document of Insurance

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## Motor Legal Expenses provides:-

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

## Helpline Services

### Legal Helpline

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

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

## Policy Wording Terms of Cover

If **You** have selected this cover as an additional product for **Your** policy, the following shall apply. **Your** statement of demands and needs will show if this product has been selected.

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

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

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

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

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

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

### Prospects of Success

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

## How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone: 0844 800 4585 for accident related claims, or

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

Specialist lawyers will be instructed to help **You**. If **You** need a lawyer to act for **You** under the Motor Prosecution Defence section of cover, **You** will be asked to complete and submit a claim form online by visiting:

[www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, they may be able to offer **You** assistance under a private funding arrangement.

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

## Meaning of words

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

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

## Motor Legal Expenses Cover

### Uninsured Loss Recovery & Personal Injury

#### What is insured

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

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

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

#### What is not insured

##### Claims:

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

## Motor Prosecution Defence

#### What is insured

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

#### What is not insured

##### Claims:

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



## General Exclusions

There is no cover: -

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

## Conditions

### 1. Claims

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



## Conditions continued

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

### 2 Disputes

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

### 3 Prospects of Success

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

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

### 4 English Law

This contract is governed by English Law unless otherwise agreed.

### 5 Language

The language for contractual terms and communication will be English.

### 6 Cancellation

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

**You** may cancel this insurance at any time by providing seven days notice to **Your** broker. **Your** insurance broker or **Us** may cancel the insurance, where they have a valid reason for doing so by giving seven days notice in writing to **your** last known address. No refund of premium shall be made

Valid reasons include but are not limited to:

- Failure to pay **Your** premium
- **Your** refusal to assist the **Adviser** or **Us** in relation to **Your** claim
- If **You** make a fraudulent claim
- Repeatedly or seriously breaching the terms of this policy.

## Data Protection Act

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

## Caring for our customers

### See page 4 for details

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

lei@carpenters-law.co.uk

Tel: 0844 249 3742

Carpenters Solicitors  
Leonard House  
Scotts Quays  
Birkenhead  
CH41 1FB

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

claims@arclegal.co.uk

Tel: 0844 770 9000

Arc Legal Assistance Ltd  
PO BOX 8921  
Colchester  
CO4 5YD

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

### See page 4 for details

## Financial Services Compensation Scheme

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

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

## Authorisation

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

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

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

IPA address details are:

Inter Partner Assistance The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Registered No: FC008998



Changes to 0844 numbers vary, please contact your service provider. Calls may be recorded for our mutual protection.  
Hastings Insurance Services Limited trading as Hastings Direct SmartMiles is authorised and registered by the  
Financial Conduct Authority, registration number 311492. Registered in England, number 3116518.  
Registered office: Conquest House, Collington Avenue, Bexhill on Sea, East Sussex, TN39 5BU.

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