

Hastings PREMIER

Your Car Insurance Policy Booklet





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



2013 Consumer Moneyfacts Car Insurance Provider of the Year • 2012 Best Company - First Class
2012 Personal Lines Intermediary of the Year, 2012 Customer Service Provider of the Year, UK Broker Awards 2012
2012 Personal Lines Broking Initiative of the Year, British Insurance Awards

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Claims service

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.

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.

Repairs	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.
Authorisation	You do not need to get any estimates and your repairs can begin as soon as your insurer has authorised them.
Delivery	When the work is complete, the repairer will contact you to arrange a convenient time to deliver your car back to you.
Payment	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

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.

The courtesy car service is subject to availability by the insurer's nominated repairer. You can find out who your insurer is by looking at your Statement of Insurance, your Schedule or your Certificate of Motor Insurance.

Remember, if you have purchased Substitute Vehicle cover as an optional additional product, you will be able to make a claim for a hire car in the event of your car being declared a total loss following an accident that was your fault, fire or attempted theft. Your Statement of Price will show if you have purchased this cover, and full details of the policy can be found in your Optional Additional Products Booklet.

What to do in the event of a claim for Motor Legal Protection or Hastings Direct Motor Breakdown

If you need to make a claim, please call: Motor Legal Protection 0844 800 4585

Hastings Direct Motor Breakdown 0844 8793048.

Travelling abroad?

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 3844 at least 7 days before the date of your departure. **You** will have to pay an additional premium for this.

Important notice

You will enter into two separate contracts when **you** take out an insurance policy through **us**. The first contract is with **us** 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 14-end) the statement of 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 Insurance Company Limited **we** 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 contact **us**.



Caring for our customers

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, the best way to contact **us** is via e-mail at the address below, **you** may also contact **us** by phone or letter

customerrelations@hastingsdirect.com

Tel: 0844 800 3844 (Customer Service Helpline)

Customer Relations Department, Hastings Direct, Conquest House,
Collington Avenue, Bexhill-On-Sea, East Sussex, TN39 3LW

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 Relations 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.

- If **you** are still not happy and your insurance is at Lloyd's, **you** may contact the Policyholder and Market Assistance department at Lloyd's to review your case. The address is: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA. Tel: 020 7327 5693 Fax: 020 7327 5225 Email: complaints@lloyds.com
- 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

- 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 FSCS (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 3844** (8am to 9pm Monday to Friday, 9am to 5.30pm Saturday and 10am to 5pm Sunday).

Consumer Insurance (Disclosure and Representation) Act 2012

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

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 vehicle** for.
- If **you** want to include other drivers.

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 vehicle, address, occupation or use of the vehicle.
 - 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 and call our Customer Services Department on 0844 8003844.

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?

We can arrange the following products on your behalf with a range of **insurers**. If **you** would like a list of the **insurers** **we** deal with please ask.



Home



Motor



Motorcycle



Van

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

Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA registered number is 311492. **You** can check **our** registration on the FCA's register by visiting their website www.fca.gov.uk/Pages/register or by contacting the FCA on 0845 606 1234.

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

Ownerships and Close links

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").

If **we** have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), **we** should advise that AGH is also wholly owned by HIG.

Wherever **we** arrange a policy underwritten by Advantage Insurance Company Limited **we** will advise **you** of this connection before **you** commit to buy.

What is the insurance intermediary service we provide you with?

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 legal protection 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

Service	Fee
Policy arrangement & administration	
Arranging your new policy	£20.00
Call centre arrangement (in addition to the £20.00 arranging your policy fee)	£12.50
Arranging your policy at renewal	£20.00
Postal delivery	£5.00
Amendments to your policy made by you	
All other amendments not listed below	£35.00
Change of registration number	£20.00
Add/amend an accident or convictions	£0
Amend vehicle security	£0
Amend day time/over night parking	£0
Amend mileage	£0
Amend occupation	£0
Amend name/marital status	£0
Correct an error by one of our advisers	£0
Amendment to your policy made by our business administration team	
As part of our new business process our business administration team will check your information and may have to make amendments to your policy to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee	£35.00
*Cancellation - for full details of your right to cancel see page 11	
Cancellation (after 14 days) if you take up alternative cover from Hastings Direct	£0
Cancellation (within 14 days)*	£25.00
Cancellation car (after 14 days)	£55.00
Duplicate documentation	
Sent via e-mail or fax	£0
Resent by post due to not being received within 6 weeks of the start of the policy	£0
Sent via post	£20.00
Failed payments	
Cheque/Direct debit	£20.00
Method of Payment Charge	
Payments by debit card	0%
Payments by credit card	1.25%

*reduced to £25 if cancelled within the 14 day cooling off period whether cover has commenced or not. 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.



Client Money and Instalments

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** fail to pay **us** any money **you** owe **us** on the due date and **we** instruct any third party to collect this money from **you**, **you** agree that **you** will pay the reasonable costs of the third party for collecting the money for **us**.

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.

Introducer arrangements

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

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

You can cancel your policy at any time by contacting **us**, **we** can cancel your policy by sending you a seven-day notice in writing to your last known address.

If your policy is cancelled, **we** will refund your premium as follows:

- If **you** or **we** cancel the policy within the 14-day withdrawal period, whether cover has commenced or not, **we** will refund the part of the premium **you** have not used subject to **our** cancellation fee of £25 and any charge made by the **insurer**.
- If **you** or **we** cancel the policy at any other time, **we** will refund the part of the premium **you** have not used subject to **our** cancellation fee of £55 and any charge made by the **insurer**.
- **You** may not receive a refund of premium if **you** have made a claim, or if one has been made against **you**, during the period of insurance. If **you** are paying by instalments and a claim has been made, **you** may have to pay the balance of the full annual premium.
- 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.

Car policies

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 withdrawal period, they will be subject to no return in premium.

Personal Accident, Windscreen, Keycover, Substitute Vehicle, Motor Excess Protector.

Notes

- The address to return your policy document to is:

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

- The withdrawal 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.
- 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

For the purpose of the Data Protection Act 1998 the Data Controller in relation to the personal data **you** supply is 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

We and/or your **insurer** may pass information about you to credit reference agencies, where it is necessary to carry out a credit check search on **you** before we and/or your **insurer** provide you with any services (including quotations and prior to offering a renewal). **You** should be aware that the results of those searches will be recorded by the credit reference agencies and that **we** and/or your **insurer** and other organisations may use those records in order to help make credit decisions about **you**, people financially linked to **you** and others in your household. Often insurance and other financial services providers will only request a credit check once **you** have decided on a particular supplier.

Every application **you** submit for a loan or credit card, however, may affect your credit score so **you** may wish to keep applications to a minimum to protect your credit rating.

Continuous Insurance Enforcement and the Motor Insurance Database

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 vehicle** seized by the Police. **You** can check that your correct registration number details are shown on the MID at www.askmid.com.



Fraud prevention and detection

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 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 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

Information about your policy documents

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

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

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 vehicle** 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**.

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/Vehicle

The car described on your Schedule.



Guide to cover

Your Schedule shows the cover you have.

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



Section 1

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 vehicle** 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 vehicle** is being used in any rallies.
- ✗ Loss or damage to **your car** caused by an inappropriate type or grade of fuel being used.

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 vehicle** is being driven by or is in the charge of any person who is under 21.
- ✗ The first **£195** when **your vehicle** 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

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

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 vehicle** 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 vehicle** is being used in any rallies.



Section 2 Continued

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

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

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 anybody 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 vehicle** 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

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

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
- Croatia, 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.

- This policy does not cover events occurring in a country that is not included in this section unless this is agreed and you receive an International Motor Insurance Certificate.

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

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

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

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 discount.



Section 9

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

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

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

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 to provide insurance under the Road Traffic ActHowever, **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 vehicle** 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 vehicle** 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

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 vehicle

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 **insurers** 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 **insurers** minimum premium, will be calculated with effect from the date that the **Certificate of Motor Insurance** is received at the offices of Hastings. 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

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 Discount

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.



Endorsements

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

02 Excluding drivers under 25 years of age

The cover described in the policy will not apply while **your vehicle** is being driven by or is in the charge of any person under 25.

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

Section 9 of your policy is replaced with the following:

You will keep your no-claim discount 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 discount will be reduced to:

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

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

07 Excluding drivers under 25 years of age unless specified

The cover described in the policy will not apply while **your vehicle** is being driven by or is in the charge of any person under 25 years of age unless that person's name is shown on your Schedule against this **endorsement** number.

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.

13 Trailer cover (accidental damage, fire and theft)

Any trailer attached to **your car** will have cover under sections 1 and 2 as long as:

- **You** have given **us** full details of the trailer; and
- **You** own the trailer or it is hired to **you** under a hire purchase agreement.

Loss or damage to any property being carried in the trailer is not covered by this policy.

16 Revised limit for audio/visual equipment

The most **we** will pay under sections 1 and 2 of this policy for a fitted radio, cassette player, car phone or any other audio/visual equipment is the amount shown 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.



Endorsements Continued

24 Garaging Warranty

We have accepted your insurance on condition that **your car** is kept overnight in a locked and secured garage. Failure to comply with this condition may mean **we** will refuse to deal with any claim arising from **your car** being maliciously damaged, lost or stolen.

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.

27 Guaranteed Bonus

Section 9 of your policy is replaced with the following:

You will be allowed a no-claim bonus according to the guaranteed bonus rate in force even if **you** make claims.

32 Theft Endorsement

It is a condition of this insurance that any manufacturer's standard security device fitted to **your vehicle** is operational and is used whenever **you** leave the vehicle.

If the device is not operational or is not used, any claim for theft or attempted theft will not be covered by this policy

33 Limited Mileage

Your premium reflects the total annual mileage **you** have declared as shown on your Statement of Insurance for this insurance. If **you** exceed this, within a twelve month period, **you** will be responsible for the first £500 of any claim(s) under sections 1 and 2 of this Policy. This is in addition to any other **excess(es)** applicable.

34 Vehicle Security Endorsement

It is a condition of this insurance that an approved security device is fitted to **your vehicle** and that it is operative when **your vehicle** is left unattended. In the absence of such, any claim for theft or attempted theft will not be covered by this policy.

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 vehicle make, model and registration of the third party car 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.



Travelling abroad

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 vehicle** 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

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 PROTECTION
AND HASTINGS DIRECT BREAKDOWN
COVER POLICY WORDING**

Motor Legal Protection Insurance Policy Summary

The Policy Summary gives brief details of the benefits and cover that are available as part of your Motor Legal Protection contract. The full terms, conditions and exceptions of your Policy can be found in your Motor Legal Protection - Document of Insurance. When reviewing your Policy it should be read in conjunction with your Policy Schedule and Certificate of Motor Insurance.

This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a claim for the recovery of uninsured losses from the person responsible for the accident following a non-fault road traffic accident.

Insurer: AMTRUST EUROPE LIMITED

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

Policy Features & Benefits

What is covered

Following an insured incident we will negotiate to recover an insured person's uninsured losses and costs and will help in appealing or defending an appeal.

If a lawyer is used, we will pay the legal costs for this. The most that we will pay for all claims that arise from the same insured accident is £100,000.

How we help you

If you are involved in a motor accident which is not your fault, we will try to recover your uninsured losses from the person who caused the accident.

Uninsured losses can include the following:

- Compensation if you are injured and Compensation for your family if you are killed.
- Your policy 'excess' under your motor insurance policy.
- Reasonable charges for a replacement hire vehicle whilst yours is being repaired.
- Compensation for you not being able to use your vehicle.
- Repair cost if you do not have comprehensive motor cover.
- Compensation for damage to your clothes, luggage or personal belongings.

Significant Policy Exclusions and Limitations

For full details please refer to Motor Legal Protection Document of Insurance on pages 38 to 41.

What is not covered:

- Any claim reported to us more than 180 days after the date an insured person should have known about the accident.
- Any legal cost you have to pay before we agree to pay them.
- Any claim relating to a contract involving the insured vehicle.
- Any legal action an insured person takes which we or the lawyer have not agreed to or where the insured person does anything that hinders us or the lawyer.
- Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- Where proceedings are to be commenced in respect of an Insured Incident occurring within the Territorial Limits and outside of the United Kingdom, the Solicitor shall initiate proceedings within the courts of the United Kingdom only.

Conditions – Point 7

- Any disagreement about the choice of solicitor or handling of the claim



Caring for our customers

See page 6 for details

If your Legal Expenses Insurance complaint isn't resolved or you wish to contact the insurer directly you can write to AmTrust Europe Limited, Market Square House, St James Street, Nottingham, NG1 6FG. Tel no 0115 9411022.

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

See page 6 for details

Compensation Scheme

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

See page 6 for details

Policy Cancellation Rights

We hope that you are happy with the cover that this policy provides. However, you have a right to cancel the policy within 14 days of taking it out, or renewing it (or within 14 days of receiving the policy or renewal documentation if later) and receive a full premium refund unless you have made a claim, in which case no refund will be given.

You will receive a pro-rata refund of premium paid, if your policy is cancelled outside of the 14 day period described above unless you have made a claim, in which case no refund will be given. If you wish to cancel this policy please call our Customer Service line on 0844 800 3844.

Please note that your Legal Expenses Insurance cover and Hastings Direct Premier Car Insurance cover are both part of the same policy, this means that if either cover is no longer required, the entire policy will be cancelled.

Reporting Claims

In the event of you needing to make a claim, contact our claims advisors on 0844 800 4585, where you will be assisted and advised of any further action you may need to take.



Motor Legal Protection – Document of Insurance

The motor legal protection cover provided by this policy is distributed by Hastings Insurance Services Limited (“Hastings”) and arranged and administered on **Your** behalf by Carpenters Solicitors on behalf of AmTrust Europe Limited. Should **You** need to use this service please call the claims line on: 0844 800 4585.

How we help you

If **You** are involved in a **Insured Incident** which is not **Your** fault, **We** will try to recover **Your** uninsured losses from the person who caused the accident. Uninsured losses can include the following:

- Compensation if **You** are injured and compensation for **Your** family if **You** are killed.
- **Your** policy ‘excess’ under **Your** motorcar insurance policy.
- Reasonable charges for a replacement hire vehicle whilst **Yours** is being repaired.
- Compensation for **You** not being able to use **Your Insured Vehicle**.
- Repair costs if **You** do not have comprehensive motorcar cover.
- Compensation for damage to **Your** clothes, luggage or personal belongings.

If **We** believe there is little chance of recovering **Your** uninsured losses, **We** will advise **You** against proceeding. If **You** appoint a **Solicitor** before **We** have agreed, **We** will not pay the costs involved.

How to claim

If **You** propose to take any action that may result in a claim or possible claim **You** must contact **Us** as soon as possible on 0844 800 4585.

The cover

We agree to provide insurance in this section, keeping to the terms, conditions and exclusions as long as:

- The **Insured Incident** happens during the period of insurance and within the **Territorial Limits**;
- Any legal proceedings will be dealt with by a court or other body which **We** agree to in the territorial limit of the underlying motor policy; and
- A greater than 50% probability of recovery in **Your** civil claim exists in **Our** opinion.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this insurance:

Administrator	Carpenters Solicitors of Leonard House, Scotts Quays, Berkenhead, Wirral, CH41 1FB.
Distributor	Hastings Insurance Services Limited (“Hastings”)
Insurer	AmTrust Europe Limited which is authorised and regulated by the Financial Conduct Authority.
Insured Incident	Any road traffic accident (excluding claims for theft or fire) covered by the underlying policy of insurance which is caused by a collision with or action taken in an attempt to avoid a collision between the Insured Vehicle and a third party vehicle or bicycle, which results in damage to the Insured Vehicle , or any injury to or death of an Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle .
Insured Person	The person to whom this insurance has been issued and who has paid or promised to pay any premium and any authorised driver named in the underlying certificate of insurance or passenger carried in or on the Insured Vehicle .
Insured Vehicle	The motor car, specified in the underlying policy of motor insurance taken out by the Insured Person .
Legal Costs	All reasonable and necessary costs charged by the Solicitor up to the standard rates as set by the courts. Also the costs Your opponents have incurred if You have to pay them, or pay them with Our agreement.
Solicitor	The Solicitor or other suitably qualified person appointed by Us under this policy to act for You .
Territorial Limits	The United Kingdom, Channel Islands, Austria, Belgium, Finland, The Federal Republic of France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden and Switzerland provided that the Insured Person has arranged a Green Card where recommended through the Insurer who has issued the underlying motor insurance policy.
We, Us, Our	AmTrust Europe Limited and/or Carpenters Solicitors.
You/Your	The person who is the policyholder of the motor policy.



What is covered

- ✓ Following an **Insured Incident**, **We** will negotiate to recover an **Insured Person's** uninsured losses and costs and will help in appealing or defending an appeal.
- ✓ If a **Solicitor** is used, **We** will pay the **Legal Costs** for this.
- ✓ The most **We** will pay for all claims that arise from the same **Insured Incident** is £100,000.

What is not covered

- ✗ Any claim reported to **Us** more than 180 days after the date an **Insured Person** should have known about the **Insured Incident**.
- ✗ Any **Legal Costs** **You** have to pay before **We** agree to pay them.
- ✗ Any claim relating to a contract involving the **Insured Vehicle**
- ✗ Any disagreement with **Us** that is not covered by condition 7.
- ✗ Any legal action an **Insured Person** takes which **We** or the **Solicitor** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Solicitor**.
- ✗ Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- ✗ Any counter claim.
- ✗ Where proceedings are to be commenced in respect of an **Insured Incident** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Conditions

1. An **Insured Person** must do the following:
 - Keep to the terms and conditions of this policy.
 - Take reasonable steps to keep any amount **We** have to pay as low as possible.
 - Try to prevent anything happening that may cause a claim.
 - Send everything **We** ask for, in writing.
 - Give **Us** full details of any claim as soon as possible and any information **We** need.
2. a. **We** can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time before a **Solicitor** is appointed. **We** can negotiate any claim on behalf of an **Insured Person**.
b. If **We** agree to start legal proceedings, or if there is a conflict of interest, an **Insured Person** can choose a **Solicitor** by sending **Us** the **Solicitor's** name and address. **We** may choose not to accept the choice of **Solicitor**, but only in exceptional circumstances. If there is a disagreement over the choice of **Solicitor**, another **Solicitor** can be appointed to decide the matter (see condition 7).
c. A **Solicitor** will be appointed by **Us** and represent an **Insured Person** according to their standard terms of appointment. The **Solicitor** must co-operate fully with **Us** at all times.
d. **We** will have direct contact with the **Solicitor**.
e. An **Insured Person** must co-operate fully with **Us** and with the **Solicitor** and must keep **Us** up to date with the progress of the claim.
f. An **Insured Person** must give the **Solicitor** any instructions that **We** ask for.
3. a. An **Insured Person** must tell **Us** if anyone offers to settle a claim.
b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
c. An **Insured Person** must not negotiate or agree to settle a claim without **Our** approval.
d. **We** may decide to pay an **Insured Person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
4. a. If **We** ask, an **Insured Person** must tell the **Solicitor** to have **Legal Costs** taxed, assessed or audited.
b. An **Insured Person** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
5. If a **Solicitor** refuses to continue acting for an **Insured Person**, or if an **Insured Person** dismisses a **Solicitor**, the cover **We** provide will end at once, unless **We** agree to appoint another **Solicitor**.



Conditions Continued

6. If an **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to the **Solicitor** the cover **We** provide will end at once.
7. If **We** and an **Insured Person** disagree about the choice of **Solicitor**, or about the handling of a claim, **We** and the **Insured Person** can choose another **Solicitor** to decide the matter. **We** must both agree to this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second **Solicitor**, **We** will ask the president of a relevant national law society to choose a **Solicitor**. This third party's decision will be binding and the party who does not win will have to pay the costs.
8. Where a claim arising out of an **Insured Incident** can only be pursued in Scotland or Northern Ireland **We** shall appoint a **Solicitor** to pursue the claim on **Your** behalf within that jurisdiction

Cooling off period

Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a claim **You** can contact **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

Cancellation

Written confirmation of the cancellation of the policy may be given at any time by **You** or by **Us**. **We** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. If **You** do not exercise **Your** right to cancel within the cooling off period the policy premium becomes due, **You** may not be entitled to a refund of premium and the policy may run for its full term. This policy will be automatically cancelled if **Your** Private Car policy with Hastings Direct is cancelled. No refund will be given unless the cancellation is within the 14 day period described above. If **You** wish to cancel **Your** policy, please call **Our** Customer Service Department on 0844 800 3844.

Please note that your Legal Expenses Insurance cover and Hastings Direct Premier Car Insurance cover are both part of the same policy, this means that if either cover is no longer required, the entire policy will be cancelled.

Caring for our Customers

Hastings is committed to providing **You** with a high level of customer service at all times. However, if the service ever falls below the standard **You** would expect and **You** wish to complain about how the product was sold to **You**, please contact Hastings, either by phone, letter or e-mail.

For complaints regarding the way in which **Your** policy was sold to **You**, please contact the **Distributor** either by e-mail, phone or by writing to:

customerrelations@hastingsdirect.com

Tel: 0844 800 3844

Customer Relations Department
Hastings Insurance Services Limited
Conquest House
Collington Avenue
Bexhill-on-Sea
East Sussex
TN39 3LW

The customer relations team will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. The Customer relations team will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **You** will be told by the team when **You** can expect an answer.



If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**. 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 the **Insurer** either by email, phone or by writing to: complaints@amtrusteu.co.uk

Tel: 0115 941 1022

AmTrust Europe Limited

Market Square House

St James's Street

Nottingham

NG1 6FG

If **You** remain dissatisfied with the investigation of **Your** complaint **You** have the right to then refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0800 0234567 or 0300 1239123.

Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service will normally only consider **Your** complaint once **You** have been given the final response. Following these procedures will not affect **Your** right to take legal action.

For further information about **Your** legal rights, contact **Your** local authority trading standards department or the Citizens Advice Bureau.

*Calls may be recorded and monitored for training and quality purposes.

Whole agreement

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or contacted on 020 7892 7300.

This policy is provided by: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 202189. Tel 0115 941 1022. Authorised and regulated by the Financial Conduct Authority.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: www.fca.gov.uk or by contacting the FCA on 0845 606 1234.

This policy is underwritten by AmTrust Europe Limited



Hastings Direct Motor Breakdown Policy Summary

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

Insurer Inter Partner Assistance SA. The period of cover is stated in your Statement of Demands and Needs.

This Policy covers breakdown assistance for the specific vehicle(s) as set out in the accompanying Statement of Price.

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

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

General exclusions that apply to all parts of this policy:

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

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

Roadside – see Section A in your Document of Insurance

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

The cover in this section is included in Hastings Direct Premier Motor Insurance policies

What is covered:

- ✓ Transport to a local garage is for the vehicle, driver / rider and passengers (Up to the maximum number of passengers recommended by your vehicle manufacturer).

What is not covered:

- ✗ A breakdown at or within 1 mile away from your home is not covered.

UK Recovery – see Section B in your Document of Insurance

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

- for the vehicle, driver / rider and passengers to be taken to your destination or home or
- bed and breakfast accommodation for one night; or
- hire of another vehicle;

emergency driver / rider is also available under this section



What is covered:

- ✓ Within the UK only (Up to the maximum number of passengers recommended by your vehicle manufacturer)
- ✓ Bed and breakfast is limited to a maximum of £40 per person (£160 in total).
- ✓ The hire vehicle is only up to 1600cc for a period of 24hours.
- ✓ A medical certificate is required before an emergency driver / rider is provided.

What is not covered:

- ✗ breakdown at or within 1 mile away from your home is not covered.

Home Service – see Section C in your Document of Insurances

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

What is covered:

- ✓ Transport to a local garage is for the vehicle, driver / rider and passengers. (Up to the maximum number of passengers recommended by your vehicle manufacturer)

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

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

The cover in this section is included in Hastings Direct Premier Motor Insurance policies

What is covered:

- ✓ Up to a maximum of £250

What is not covered:

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

European Assistance – see Section E in your Document of Insurance

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

1. Delivery of replacement parts.
2. Alternative travel arrangements
3. Emergency car hire.
4. Emergency accommodation
5. Emergency driver / rider
6. Vehicle recovery to the UK.



What is covered:

- ✓ Transport to a local garage is for the vehicle, driver / rider and passengers. (Up to the maximum number of passengers recommended by your vehicle manufacturer)
 - ✓ Labour charges and parts up to £200 are included to make your vehicle secure following theft or attempted theft of the vehicle.
1. The cost of the parts is not covered.
 2. Limited travel for you and your passengers to your intended destination
 3. Car hire up to £70 per day and £750 in total.
 4. B&B expenses up to £40 per person per day and £500 in total
 5. A medical certificate is required before this benefit is provided.
 6. If your vehicle is not repaired before your planned return to the UK, cover includes transport costs to get you, your passengers and your vehicle home.

Cancellation Rights

We hope that you are happy with the cover that this policy provides. However, you have a right to cancel the policy within 14 days of taking it out, or renewing it (or within 14 days of receiving the policy or renewal documentation if later) and receive a full premium refund unless you have made a claim, in which case no refund will be given.

You will receive a pro-rata refund of premium paid, if your policy is cancelled outside of the 14 day period described above unless you have made a claim, in which case no refund will be given. If you wish to cancel this policy please call our Customer Service line on 0844 800 3844.

Please note that your Hastings Direct Motor Breakdown cover and Hastings Direct Premier Car Insurance cover are both part of the same policy, this means that if either cover is no longer required, the entire policy will be cancelled.

Making a Claim

If you need Breakdown Assistance in the UK, please call: **0844 879 3048**

If you need European Breakdown Assistance please call: **0044 1737 815 876**

You should have the following information available:

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

Caring for our customers

See page 6 for details

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

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

See page 6 for details

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

Financial Services Compensation Scheme (FSCS):

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

See page 6 for details



Hastings Direct Motor Breakdown Document of Insurance

Details of your cover

The cover shown in the following sections are only included if shown on your Car Insurance Statement of Price, or if purchased mid-term, on your Statement of Demands and Needs.

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

Status disclosure

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

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Conduct Authority (FCA) (FCA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. (Company number FC008998)

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

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

Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying Statement of Price. If changes are made, these will be confirmed to **you** separately in writing.

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

Cancellation Rights

We hope that you are happy with the cover that this policy provides. However, you have a right to cancel the policy within 14 days of taking it out, or renewing it (or within 14 days of receiving the policy or renewal documentation if later) and receive a full premium refund unless you have made a claim, in which case no refund will be given.

You will receive a pro-rata refund of premium paid, if your policy is cancelled outside of the 14 day period described above unless you have made a claim, in which case no refund will be given. If you wish to cancel this policy please call our Customer Service line on 0844 800 3844.

Please note that your Hastings Direct Motor Breakdown cover and Hastings Direct Premier Car Insurance cover are both part of the same policy, this means that if either cover is no longer required, the entire policy will be cancelled.

Meaning of words

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

1. We, Us, Our

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

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



2. Vehicle Policy

This policy covers breakdown assistance for the specific **vehicle(s)** shown on **your** Statement of Price. These are the only **vehicle(s)** that this cover applies to.

3. You, Your, Driver / Rider

Respectively, the policyholder(s) named on the Certificate of Insurance or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (The number of passengers must not exceed the manufactures recommendation).

4. Vehicle(s)

Vehicle means the private car, motorcycle or light commercial vehicle which is under 20 years of age (11 years within Europe) and which is:

- no longer than 6 metres;
- no heavier than 3,500 kilograms
- not higher than 3 metres;
- no wider than 2.25 metres
- shown on your policy schedule

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

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

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

5. Your Home

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

6. Breakdown

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

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery; or
- it having no fuel

7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man, Jersey, Guernsey.

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

8. Period of cover

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

9. Journey:

A trip between **your** home in the UK and a place abroad, within the **territorial limits**. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of cover.

10. Luggage:

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

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



How to claim

To get UK emergency help phone: **0844 879 3048**

If **you** need Breakdown Assistance in Europe, please call: **00 44 1737 815 876**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to **00 44 07624 808266**

You should have the following information available:

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

Help on motorways

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

Section A – Roadside

The cover in this section is included in Hastings Direct Premier Motor Insurance policies

What is covered:

- ✓ If the **vehicle** breaks down more than 1 mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- ✓ If the **vehicle** cannot be made safe to drive/ride at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver/riders** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacturer) to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.

What is not covered:

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

Section B – Hastings Direct Roadside and UK Recovery

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

What is covered:

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

Option 1: roadside and UK recovery: we will take the **driver/riders** and passengers, (up to the maximum number of passengers recommended by your vehicle **manufacturer**) together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your** home address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one journey.

Option 2: overnight accommodation: **we** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a maximum of £160).

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



Emergency Driver/Rider:

In addition to the benefits above, if the **driver rider** cannot drive/ride because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive/ride the **vehicle**, **we** will provide, and pay for, a **driver/rider** to finish the journey or return the **vehicle** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacture) to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver/rider** before **we** provide this benefit.

What is not covered:

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

Section C – Home Service

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

What is covered:

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

What is not covered:

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

Section D – Misfuelling in the UK

The cover in this section is included in Hastings Direct Premier Motor Insurance policies

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

What is covered:

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

What is not covered:

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



Section E – European Cover

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

E1 - Before travel abroad starts

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

E2 - Help at the roadside and towing in Europe

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

What is not covered:

- ✘ **We** will not pay any amounts for making the **vehicle** secure once **you** have returned to the UK
- ✘ Anything mentioned in the general exclusions. (Please see section F)

E3 - Delivering replacement parts

What is covered:

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

What is not covered:

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



E4 - Not being able to use your vehicle

What is covered:

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

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

What is not covered:

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

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

What is covered:

- ✓ If, during the **journey**, the **driver/rider** cannot drive/ride because of an injury or illness, and there is no one else able or qualified to drive/ride the **vehicle**, **we** will provide, and pay for, a **driver/rider** to finish the journey or return the vehicle and passengers to the place **you** were originally travelling from. **You will** need to provide a medical certificate for the **driver/rider** before **we** provide this benefit.

What is not covered:

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

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

What is covered:

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

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

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

What is not covered:

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



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

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel unless **you** are covered under Section D .
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
8. Any toll or ferry fees incurred by the **driver/rider** or the driver of the recovery **vehicle**.
9. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
12. Loss or damage to personal possessions **you** leave in **your vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the vehicle, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs for **vehicles** that have broken down or were not safe to drive / ride when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver/rider** is not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel.
16. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
18. Recovering the **vehicle** when it is carrying more than a **driver/rider** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the vehicle than it was designed to carry or **you** are driving on unsuitable ground.
19. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 6 metres, higher than 3 metres or wider than 2.25 metres.
20. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
21. **We** will not be responsible for any goods the **vehicle** is carrying and it is **your** responsibility to organise the recovery or removal of these goods.
22. Any claim that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive / ride in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive/ride the **vehicle** or are not keeping to the conditions of their driving licence.
23. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
24. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, revolution or any similar event.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
27. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
28. In the event of misfuelling **you** will be entitled to recovery only.



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

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be under 20 years old since first registration (11 years since first registration for assistance within Europe) and must not be carrying any more passengers than the manufacturers recommended limit.
2. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
3. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
4. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the vehicle at the time **we** say **we** expect to be there.
5. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
6. **You** will have to pay the cost of moving the **vehicle** or a repair vehicle coming out to **you** if, after asking for help which you are entitled to, the **vehicle** is moved or repaired in any other way.
7. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
8. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
9. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel.
10. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
11. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive/ride the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be taken to a suitable facility to enable a permanent repair to be carried out.
12. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
13. **You** will have to pay for any parts or other products used to repair the **vehicle**.
14. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
15. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than five claims in total for a Vehicle Policy. If **you** need **our** help more than the number of claims allowed on **your** policy in a 12-month period of cover or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
16. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
17. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one breakdown, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your** vehicle.
18. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as yours, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
19. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
20. **We** may cancel this policy by giving you 7 days notice by recorded delivery to **your** last known UK address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.
21. No refund will be given unless the cancellation is within the 14 day cooling off period.
22. **This policy will be automatically cancelled if your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period.**



Caring for our customers

See page 6 for details

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

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

See page 6 for details

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

Financial Services Compensation Scheme (FSCS):

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

See page 6 for details

Data Protection Act

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

We may store, use and process your personal information in order to administer **your** policy and provide **you** with **our** services, and keep **our** records about **you** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to:

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

Please let us know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

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

Alternative Format

Please contact **us** on **0844 800 3844** if **you** would like a copy of these terms and conditions in alternative format such as large print or audio



Useful Information and Frequently Asked Questions

Car Crime

Don't make it easy for the criminals, follow these simple precautions to protect your property.

- Never leave your vehicle documents or insurance documents in the car
- Remove any navigation or audio/entertainment equipment where possible when you leave your car
- Remove any valuables from your car or lock them away out of sight, otherwise you will have no cover for theft claims
- Keep your car keys secure in your home when not in use
- Always remove your keys from the ignition when you leave your car, even if you intend to return quickly

Safe Driving Tips

- Keep your car maintained to make sure it is in a safe condition by carrying out regular checks on things like lights, tyres, oil and windscreen wash
- Check your speedometer regularly, especially when leaving high speed roads
- Plan routes in advance and if you are doing a long journey, include a 15 minute break every two hours, and make sure you get a good night's sleep the evening before
- Check The Royal Society for the Prevention of Accidents (RoSPA) <http://www.rospa.com> for advice and information on road safety

Frequently Asked Questions

We have a number of frequently asked questions on our website <http://www.hastingsdirect.com/FAQs.html> that you can access at any time, and for your convenience, we have listed a few of our more common questions below.

Can I give permission for other people to speak to you on my behalf?

For security reasons, we can only deal with you, the named policyholder. You can, however, nominate another person to contact us on your behalf if necessary. You will have to provide permission and the nominated person(s) details. For security purposes, we will keep their details on file. Named drivers do not automatically have authorisation to discuss the policy or make any amendments, unless you have given permission.

Will my policy automatically renew?

Yes, to make things easier for you, in most cases we operate on an automatic renewal basis. Your renewal documents will clarify what type of policy you have and whether it is set to automatically renew.

How do I get in contact about my policy?

For a new quote, or to discuss a quote call:

0800 99 1066

To discuss your renewal call:

0844 561 6034

For all other queries:

0844 800 3844

Lines are open

Monday – Friday	08:00 – 21:00
Saturday	09:00 – 17:30
Sunday	10:00 – 17:00



Hastings PREMIER

How much could you save? Call Hastings Direct today:



0844 335 0934



0844 335 0951



0844 335 0989



0844 561 9983

Useful Telephone Numbers

Customer Service Department 0844 800 3844
(8am to 9pm Monday to Friday, 9am to 5.30pm Saturday and 10am to 5pm Sunday).

Accident or Theft Claims 0844 561 1417
(24 hours a day, 365 days a year)



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



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