

HastingsDIRECT

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



2011 Personal Lines Broker of the Year – Insurance Times Awards
2011 Insurance Fraud Awards – Combating Fraud Broking Initiative of the Year

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What to do in the event of a claim

For immediate help and advice, 24 hours a day, every day of the year, call **our** claims helpline shown on your **Certificate of Motor Insurance** and on your Schedule. **You** will need to provide your policy number and brief details of the incident.

Report all accidents and losses except for glass damage on this number. Any further information to help **you** make the claim will be provided on this number.

All accidents and losses should be notified to **us** within 24 hours of the occurrence. By notifying **us** as soon as possible about an incident, 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 in the event of a claim for glass damage

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, every day of the year.

If **you** are covered for glass damage under your policy and **you** use this number to arrange replacement, all **you** pay is the **excess** (shown on your Schedule).

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 motor insurance, policy key facts and the certificate and schedule, all of which are in your welcome pack.

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

Please note that when **we** are arranging your insurance on your behalf or making any adjustments to it **we** are acting on your behalf as your agent. When dealing with claims for Advantage 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 do not hesitate to 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).



Material facts – Duty of disclosure

A material fact is one that is likely to influence an insurer in the acceptance and assessment of the proposal. For example your or inexperienced driver, or any offence, (including non – motor related offences such as drug, fraud, robbery, theft, handling stolen good, actual bodily harm or grievous bodily harm.) or prosecutions pending, or infirmities of any driver. It is an offence under the Road Traffic Acts to make any false statement or withhold any material information for the purpose of obtaining a certificate of motor insurance. All material facts must be disclosed – failure to do so could invalidate your policy.

If you are in any doubt as to whether a fact is material then it should be disclosed to Hastings Insurance Services Limited or your insurer.

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 or if any **material facts** alter (see definitions), **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 fault; 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**, including cosmetic changes such as adding skirts, spoilers, alloy wheels, lowered suspension and bodykits.
- 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:

- 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.
- Any medical or physical condition or disability, for **you** or any insured drivers, that is notifiable to the Driver and Vehicle Licensing Agency (DVLA), which has not been notified to and accepted by the DVLA.
- Any other factors which may influence the **insurers** decision to insure **you**.

If **you** do not tell **us** about relevant changes, your insurance may not cover **you** fully, or at all.



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 additional products booklet.

Who regulates us?

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

Our FSA registered number is 311492. **You** can check **our** registration on the FSA's register by visiting their website www.fsa.gov.uk/Pages/register or by contacting the FSA 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 will you have to pay us for providing our services to you?

Each fee is payable at the time of the transaction to which it relates.

Arranging your New Policy (<i>£0 if quoted and accepted on our website</i>)	£12.50
Arranging your Renewal	£5.00
Amendments/Changes to your policy	£35.00
Duplicate Documentation/change of registration	£20.00
Unpaid Cheque/Direct Debit	£20.00
Cancellation	£55.00*
Payment by credit card	1.25%

*reduced to £25 if cancelled within the 14 day cooling off period. 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.

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.



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**.

Introducer arrangements

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

If, as a result of an accident that was not your fault, **you** require legal representation, Hastings Insurance Services will arrange for their recommended solicitors to act for **you**. The solicitors recommended by Hastings Insurance Services have been chosen as experts in this particular field. A fee is paid by the solicitors for being members of **our** legal services panel. **We** comply with the Solicitors Introduction and Referral Code as set down by the Solicitors Regulation Authority, and any solicitors to whom **we** may refer **you** are independent professionals from whom **you** will receive impartial and confidential advice.



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 sending written notice to the address given below, **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.

Car, Motorcycle, and Van 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.

Motor Legal Protection, Breakdown, Personal Accident, Windscreen, Keycover, Substitute Vehicle, Motor Excess Protector.

If **you** have purchased Hastings Direct Premier car insurance, breakdown cover and motor legal protection are included as standard and cannot be removed from the policy.

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.

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.
- Checking details of job applicants and employees.

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.

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. Failure to disclose all relevant facts could invalidate your policy. If **you** are in any doubt as to whether certain facts are relevant or not, please ask **us**. In particular, **you** should disclose any facts which would influence an **insurer** in the assessment and acceptance of the risk. If **you** give **us** any additional information in writing **you** should keep a copy for your records. If requested a copy of this completed form will be supplied to **you** within a period of three months after its completion.



YOUR INSURERS 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 Proposal/Statement of Fact/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 Proposal /Statement of Fact /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**:



Edward Fitzmaurice,
CEO Hastings Insurance Services Limited



Definitions

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.

Material Facts

Facts likely to influence **our** decision to insure **you** such as occupation(s) of all insured drivers or any driving convictions or accidents **you** or any insured driver may have.

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. (See "Keeping Your Policy Up To Date").



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	✓		
2. Damage to or loss by fire or theft	✓	✓	
3. Liability to third parties	✓	✓	✓
4. Personal accident	✓		
5. Territorial limits and using your car abroad	✓	✓	✓
6. Medical expenses	✓		
7. Personal belongings	✓		
8. Glass damage	✓		
9. No-claim discount	✓	✓	✓
10. Child seat cover	✓	✓	
11. Overnight accommodation or onward transport	✓		



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).

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.
- ✗ 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.
- ✗ 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.

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.
- ✗ 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.
- ✗ 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** if the car is left unattended and the keys are left in or on **your car**.
- ✗ 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 provided by the effective **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

- ✘ 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 and Liechtenstein.

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

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

This exception does not apply where your **insurer** needs to provide the minimum level of cover required by law.
10. Any loss or damage resulting from the impoundment or confiscation of **your 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 Proposal/Statement of Fact/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 Proposal/Statement of Fact /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 prejudiced 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):

Notes:



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Please send all correspondence regarding this policy to:
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