

contact For further information about Home and Legacy Prestige Motor please contact your intermediary or call us on **0844 893 8360**. We also offer outstanding high value cover for owner-occupied homes. Visit our website at www.homeandlegacy.co.uk

Prestige MOTOR
policy wording



*home
& legacy*

Home and Legacy Prestige Motor insurance is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252, Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

ACPERHL1286 11.09

Useful numbers

Home & Legacy Insurance Services Ltd
0844 893 8360
0844 893 8686 (Fax)
Home & Legacy Helpline
0845 077 0810 (within UK)
0044 1925 428193 (outside UK)

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About Home and Legacy Insurance Services Limited

Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB United Kingdom. Registered in England & Wales No.3007252.

Authorised and regulated by the FSA. Our FSA register number is 307523 and our permitted business is advising on, and arranging general insurance contracts.

Please note that telephone calls may be recorded and/or monitored.

Introduction

Home and Legacy Motor Insurance is administered by Home and Legacy Insurance Services Limited who act on behalf of various **insurers**. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England & Wales No.3007252, Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), register number 307523 and you can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Your Motor Insurance contract can be broken down into parts. These are;

- The **policy** wording which details the cover provided and the Exclusions and Conditions which apply
- The most recent **schedule** which includes all **endorsements** applied to the **policy** whilst it is in force
- The **certificate of motor insurance**; and
- The **statement of facts** which confirms the information that we have been provided by **you** or **your representative** and which forms the basis of the contract.

The **policy** wording must be read in conjunction with the **schedule**, **certificate of motor insurance** and the **statement of facts** as together they form your contract.

Please take time to read the **policy** to make sure that it meets **your** needs and so that **you** and all persons named on the **certificate of motor insurance** fully understand its terms, exclusions and conditions.

You will be compensated in accordance with and subject to the terms of this **policy** in consideration of the payment of the premium to **us** for the **period of insurance**.

If **you** wish to change anything or if there is anything **you** do not understand, please let your insurance intermediary know or tell **us**.

Changes we need to know about

You must inform **us** of any changes to the information shown in the **statement of facts**.

If **you** change

- **your vehicle**
- A registration number
- Who will drive
- How **your vehicle** will be used

You must tell **us** so that **we** can issue a covernote or a new **certificate of motor insurance** if the risk remains acceptable. Until **you** have notified these changes to **us** and **we** have issued a covernote or a new **certificate of motor insurance**, part or all of any claim that **you** make may not be paid.

Important Information

Data Protection

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data **you** supply in connection with this cover is the **insurers**.

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the **insurers**, their associated companies and agents, by re-insurers and **your** intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the **insurers** compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and that you have told them who we are and what we will use their data for as set out in this notice. In assessing any claims made, the **insurers** or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the **insurers** (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you**.

Credit Searches and Accounting

In assessing **your** application, to prevent fraud, check your identity and to maintain policy records, the **insurers** may search files made available to them by credit reference agencies who may keep a record of that search. The **insurers** may also pass to credit reference agencies information they hold about **you** and **your** payment record. Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

The **insurers** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the **insurers**, acceptance or rejection of **your** application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the **insurers** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions). By proceeding with this contract **you** will signify **your** consent to such information being processed by the **insurers** or their agents.

Fraud Prevention and Detection

In order to prevent and detect fraud the **insurers** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

Insurers and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of **insurance**, credit and related services for **you** and members of **your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **insurers** access or contribute to.

Copy Policy on Request

You should keep a record of all information supplied to **us** for the purpose of this insurance. A further copy of the **policy** will be provided to **you** on request or can be downloaded from **our** website at www.homeandlegacy.co.uk

Financial Services Compensation Scheme

Home and Legacy and the **insurers** are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** liabilities.

Further information about compensation scheme arrangements is available from the FSCS.

Phone: 0207 892 7300

Email: enquiries@fscs.org.uk

How to Make a Claim

If **you** need to make a claim or report an **incident** that may result in a claim under any section of this **policy**, **you** must call the **Home & Legacy Helpline** on:

0845 077 0810 for calls made inside the UK
0044 1925 428193 for calls made outside the UK

The **Home & Legacy Helpline** is staffed 24 hours a day 7 days a week 365 days a year.

To make the process as easy as possible for **you** all claims can be reported using the same telephone number. **You** will be prompted to select the most appropriate service to ensure that **you** are directed to the right **administrator**.

1. If **you** need to report the theft or attempted theft of **your vehicle**, **you** must report the **incident** to the Police as soon as the **incident** is discovered and obtain a crime reference number.
2. **You** must not admit responsibility or make an offer of payment or compensation for any **incident** in which **you** are involved without **our** written permission.
3. **We** will not be responsible for the cost of any work carried out or parts used without **our** authorisation. If **you** agree to use an approved repairer, there is no need to get an estimate however if **you** use **your** preferred repairer **you** must send **us** an estimate for authorisation. If **we** think that the estimate is unreasonable **we** may choose to negotiate a lower estimate, pay **you** the cash equivalent of the price that **we** consider reasonable or move **your vehicle** to another repairer. **We** have the right to move **your vehicle** to a place of safe storage without asking **you** first.
4. **You** should send all letters and correspondence relating to an **incident** to **us** or **your** insurance intermediary without replying to it.
5. **You** should ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
6. **You** must stop and give **your** name, address, vehicle registration number and show **your certificate of motor insurance** to anyone with reasonable grounds to request it if the **incident** results in injury to anyone other than **you** or damage to another vehicle, property or animal.
7. **You** should write down the names and addresses of any witnesses and draw a diagram of the scene.

Show as much detail as possible and try to include:

- the position of all the vehicles before and after the **incident**;
- speeds and distances;
- road names and layout;
- where the witnesses were standing and how many passengers were in each vehicle;
- any obstructions to **your** or other road users' view; and
- if possible take photographs, even on a mobile phone

Incidents Abroad

You will be asked to complete a statement of facts (Constat Amiable D' Accident Automobile) if **you** are involved in a road traffic accident within the **EU**.

Before signing the statement please make sure that the boxes are ticked and the comments and diagram are correct. **You** will be given a copy of the statement which **you** should send to **us** as soon as possible. This document can be legally binding in certain countries and **you** should not sign anything **you** do not understand.

You must report the **incident** to **us** immediately.

Legal Helpline

We have arranged for The Specter Partnership to provide **you** with free legal advice on a wide range of legal issues. **You** can contact them on 020 7251 9900 and mention that **you** are a Home & Legacy customer.

This is an advice line only and operates Monday to Friday 9.00am – 5.00pm and does not provide or guarantee legal representation but should **you** wish to do so, **you** may appoint The Specter Partnership to represent **you**.

The following information is for guidance only; it does not form part of your policy

If **you** can, leave **your vehicle** in a locked garage and lock **your vehicle** and the garage. If **you** do not have a garage, try to park in a well-lit, open space.

At home, ensure **your vehicle** keys are kept in a safe place, out of sight and away from windows and doors.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras.

Customer Care

What to do if you are not satisfied

Our aim is to get it right first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five (5) working days and do **our** best to resolve the problem within four (4) weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

Should **you** wish to make a complaint then it should be directed in the first instance to:

Home and Legacy Insurance Services Limited,

Lower Ground Floor,
500 Avebury Boulevard,
Milton Keynes,
Bucks, MK9 2LA

Phone: **0844 893 8360**

Fax: **0844 893 8386**

Email: General@homeandlegacy.co.uk

If **your** complaint is about the service **you** have received from Home and Legacy **we** will tell **you** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **we** find that **your** complaint relates to the service provided by **your** intermediary **we** will pass the details of **your** complaint on to them and will monitor the progress of their investigations.

If **your** complaint relates to the service provided by another **administrator** **we** will investigate **your** complaint with the **administrator** concerned on **your** behalf.

If **your** complaint relates to the contract of insurance, **we** will refer **your** complaint to the **insurer** concerned or **you** can contact the **insurer** concerned directly, for complaints about:

Sections 1–19

The **insurer**, whose details can be found on **your** schedule or, if **your** **insurer** is a Lloyd's syndicate **you** may also contact:

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street,
London, EC3M 7HA

Phone: 0207 327 5693

Fax: 0207 327 5225

Email: complaints@lloyds.com

Section 20, Motor Legal Expenses

The Head of Claims
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

Section 21, European Breakdown Cover

The Quality Department,
Europ Assistance Insurance Limited,
Sussex House,
Perrymount Road,
Haywards Heath,
West Sussex, RH16 1DN

Phone: 0844 338 5799

Email: Quality@europ-assistance.co.uk

Financial Ombudsman Service (FOS)

If **we** have not sorted out the situation within eight (8) weeks or **you** are not satisfied with the outcome or the way in which **we** have handled **your** complaint **you** can ask FOS to review **your** case. **You** can contact FOS as follows:

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

Phone: 0845 080 1800

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

Definitions

Any word or expression in this **policy** which has a specific meaning has the same meaning wherever it appears in this **policy** and will appear in **bold** throughout the whole of this **policy**.

Accessories and Spare Parts

Items that are intended solely for **your vehicle** and are in or attached to **your vehicle** or kept in **your** private garage at the time of an **incident**.

Administrator(s)

- Home and Legacy Insurance Services Limited, who administer this insurance on behalf of the **insurers**, registered in England & Wales No.3007252, Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB **United Kingdom** authorised and regulated by the Financial Services Authority, register number 307523
- LawShield UK Limited who administer the Motor Legal Expenses cover provided under Section 20 on behalf of the **insurer**, registered in England & Wales No.3360532, Registered Office: LawShield House, 850 Ibis Court, Centre Park, Warrington, WA1 1RL **United Kingdom** authorised and regulated by the Financial Services Authority, register number 306793
- Europ Assistance Holdings Limited, who provide the services and benefits for European breakdown cover as provided under Section 21 on behalf of the **insurer**, registered in England & Wales No.758979 Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN **United Kingdom**. Authorised and regulated by the Financial Services Authority registration number 311883.

Agreed Value

The amount **we** have agreed to pay to replace **your vehicle** in the event of a total loss. The **agreed value** amount is shown against the **agreed value endorsement** on **your schedule**.

Breakdown

An electrical or mechanical fault or failure to **your vehicle** which immediately renders **your vehicle** immobilised.

Certificate of Motor Insurance

The legal document that proves **you** have the motor insurance that **you** need by law.

Commercial Vehicle

Any mechanically propelled road vehicle which is constructed primarily for the carriage of goods.

Contaminant or Pollutant

Any solid, liquid or gaseous irritant, impurity, toxin or poison including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.

Endorsement

A change to the terms of this **policy** or the cover provided by it. If any **endorsements** apply to this **policy** they will be shown on **your schedule**.

Excess

The amount that **you** have to pay when making a claim, whether the **incident** is **your** fault or not, unless **your vehicle** is declared a total loss.

Home and Legacy Helpline

The **Home and Legacy Helpline** which is operated by LawShield UK Ltd, registered in England & Wales No.3360532, Registered Office: LawShield House, 850 Ibis Court, Centre Park, Warrington, WA1 1RL authorised and regulated by the Financial Services Authority, register number 306793.

Immediate Family

The following relatives provided that they live with **you** at **your** permanent **UK** address:

- **Partner**
- Parents, step parents and adoptive parents
- Grandparents, step grandparents and adoptive grandparents
- Children, step children and adoptive children
- Siblings, step siblings and adoptive siblings
- In-laws, step in-laws and adoptive in-laws.

Incident

An event or the first of a series of events which may result in a claim under this **policy**.

Inexperienced

Anyone driving **your vehicle** who has not held a full **United Kingdom** driving licence for more than 12 months.

Definitions (continued)

Insurer(s)

The underwriters who provide this insurance:

- **Sections 1–19**
The underwriter whose details are defined on **your schedule**.
- **Section 20**
UK Underwriting on behalf of Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998. UK Underwriting Limited is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's Website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are miscellaneous Financial Loss, Legal Expenses and Assistance.
- **Section 21**
Europ Assistance Insurance Limited, Registered in England and Wales No.01708613, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN **United Kingdom**. Europ Assistance Insurance Limited is authorised and regulated by the Financial Services Authority, register number 202846.

Market Value

The cost of replacing **your vehicle** and/or its **accessories and spare parts** and manufacturers optional extras, if possible, with one of a similar make, model, age, mileage, condition and specification.

Partner

The person to whom **you** are legally married or with whom **you** have entered into a civil partnership or with whom **you** live with as if **you** were their husband, wife or civil partner.

Period of Insurance

The time that this **policy** is valid for as shown on **your schedule**.

Policy

The contract of insurance between **you** and the **insurers** which is made up of **your schedule**, **your statement of facts** or proposal form (whichever is completed) and **your certificate of motor insurance**.

Schedule

The document containing details about **you**, **your vehicle(s)** and the cover provided by this **policy**.

Statement of Facts

The document containing relevant information that **you** have provided and upon which **we** have assessed **your** risk and based **your** contract.

Terrorism

Any act deemed by the Government to be an act of **terrorism**.

Territorial Limits

United Kingdom, all member countries of the European Union and any country not in the EU which the EU commission approves as meeting the conditions of Article 7(2) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (72/166/EEC).

United Kingdom or UK

England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

Unattended

When neither **you** nor any passengers are sitting on or in **your vehicle**.

Vehicle Specification

A vehicle of the same or a lesser engine size (but not more than 3000cc) than **your vehicle** named on **your schedule** that is in the custody or control of a member of the motor trade.

We, us, our

The **insurers** and /or the **administrators** who are acting on behalf of the **insurers**.

You, Your

The person named as the policyholder on the **certificate of motor insurance** and any other person who is named on **your certificate of motor insurance** to drive **your vehicle**.

Your Representative

Any person not named on **your certificate of motor insurance** who has **your** permission to act on **your** behalf in connection with this insurance and who is notified to **us** beforehand.

Your vehicle(s)

- Any vehicle shown on **your schedule** as being covered under this **policy**
- Any vehicle loaned to **you** by **us** following a claim as a result of an agreement that **we** have with the provider of the vehicle.

Section 1 – Your Liability to Others

What is covered	What is not covered
<p>a) Cover provided for you We will pay all amounts that you may become legally responsible for if while using your vehicle you;</p> <ul style="list-style-type: none">• Cause death or bodily injury to any person• Damage any property. <p>b) Cover provided for other people We will also provide the cover described in section 1 a) for;</p> <ul style="list-style-type: none">• Any person who is named on your certificate of motor insurance as long as they have your permission to use your vehicle• Any person travelling in, getting into or out of your vehicle• The employer of anyone you allow to drive your vehicle as long as your certificate of motor insurance permits business use for that vehicle. <p>c) Legal personal representatives If you should die following an accident, we will protect your estate against any claim as long as that claim is covered by this policy.</p> <p>d) Legal costs If we think it is necessary we will arrange and pay:</p> <ul style="list-style-type: none">• For a solicitor or barrister to represent you at a coroner's inquest or fatal accident enquiry• To defend you if you are charged with manslaughter, causing death by careless or dangerous driving or causing death by careless or dangerous driving while under the influence of drink or drugs and the incident that the legal action relates to is covered by this policy. <p>You must ask us for and we must give our written agreement to these costs.</p> <p>e) Emergency Medical Treatment If there is a valid claim under this policy we will pay for emergency medical treatment fees as required under any road traffic legislation.</p>	<ul style="list-style-type: none">• Payment of more than £5 million (including legal costs) if your vehicle is a commercial vehicle or horsebox, or £20 million (including legal costs) for any other vehicle, for damage to other people's property arising from any one incident.• Anyone who is not driving but makes a claim knowing that the driver did not hold a valid licence to drive.• Anyone whose liability is covered by another contract of insurance.• The death of or injury to the driver.• The loss of or damage to property belonging to, in the custody or control or trust of you or anyone covered by this policy.• Any damage to, any loss of use or any other loss to a vehicle covered by this policy or any trailer or caravan or any vehicle that is attached to or being towed by your vehicle.• Death of or injury to other people or damage to their property caused or arising beyond the limits of any carriageway or thoroughfare (road) in connection with loading or unloading your vehicle:<ul style="list-style-type: none">• by anyone other than the driver or person in charge of your vehicleor<ul style="list-style-type: none">• if this loading or unloading involves using any hoist, lift, crane or similar equipment.

Section 1 – Your Liability to Others (continued)

What is covered	What is not covered
<p>f) Temporary Substitutions of Your Vehicle</p> <p>If your vehicle cannot be used because it is being serviced or repaired by a member of the motor trade this policy automatically covers any legal liability that you may incur whilst you are using a substitute vehicle loaned to you by a member of the motor trade whilst they are in control of your vehicle. It must be of the same or lesser vehicle specification as your vehicle and must be used in accordance with the certificate of motor insurance and the other terms and conditions of this policy.</p> <p>This does not extend to any vehicle you are test driving with a view to purchasing or to any vehicle hired to you or if there is a charge for using the vehicle.</p>	

Section 2 – Driving other Cars

What is covered	What is not covered
<p>We will extend Section 1 (Your Liability to Others) to cover you while you are driving a private motor car that you do not own, have not hired or have not leased as long as you have the owner's permission to drive it and you are not covered to drive that motor car by any other insurance policy.</p> <p>If you are covered by this extension your name will be shown in the relevant place on your certificate of motor insurance.</p>	<ul style="list-style-type: none">• Any loss of or damage to the motor car you are driving• Any incident that occurs outside the United Kingdom• Any incident that occurs after your vehicle is stolen, declared a total loss, has been sold, or is no longer in your possession• Any incident that occurs if the motor car that you are driving is not the subject of an insurance contract that covers the liabilities of its owner or keeper to others. <p>You cannot use this section to release a motor car that has been impounded by or on behalf of any government or public authority.</p>

Section 3 – Towing

What is covered	What is not covered
<p>We will extend Section 1 (Your Liability to Others) whilst your vehicle is towing a caravan, trailer or a broken-down vehicle as allowed by Law, provided it is attached securely to your vehicle in line with the manufacturers' recommendations.</p>	<ul style="list-style-type: none">• Damage to or loss of the towed caravan, trailer or broken-down vehicle• Damage to or loss of property being carried in the towed caravan, trailer or broken-down vehicle• Any caravan, trailer or broken-down vehicle being towed for reward• Towing more trailers than the number allowed by law• Towing more than one caravan or broken-down vehicle.

Section 4 – Medical Expenses

What is covered	What is not covered
<p>We will pay up to £250 to cover the medical expenses of you and any member of your immediate family travelling with you in your vehicle who is injured as a result of an incident involving your vehicle.</p>	<p>Expenses incurred as a result of an incident while you are on a motorcycle.</p>

Section 5 – Hospital Expenses

What is covered	What is not covered
<p>We will pay up to £500 for hospital expenses incurred by you and any member of your immediate family who is injured as a result of an incident covered by this policy who has to stay in hospital for more than 24 hours.</p>	<p>Expenses incurred as a result of an incident while you are on a motorcycle.</p>

Section 6 – Personal Accident

What is covered	What is not covered
<p>We will pay up to £2500 in total for any one incident in the event of bodily injury to you or a member of your immediate family caused during an incident involving your vehicle covered by this policy, if within three months of the date of the incident the bodily injury is the sole cause of death, the permanent loss of or loss of use of any limb or permanent blindness in one or both eyes.</p>	<ul style="list-style-type: none">• Anyone aged 69 or over at the time of the incident• Death or bodily injury caused by suicide or any attempt thereat or any deliberate act• Anyone under the influence of alcohol to an extent that contravenes the Road Traffic Act or under the influence of any type of illegal drug at the time of the incident• Death or bodily injury caused whilst driving or riding on a motorcycle• Payments over £2500 for any one incident• An incident that occurs while you are committing or attempting to commit a crime or driving illegally• Payments under this section if we have already made a payment to you or a member of your immediate family under Section 1 (Your liability to others)• Payments under more than one contract held by you or a member of your immediate family with us.

Section 7 – Emergency Expenses

What is covered	What is not covered
<p>We will pay you for the cost of any necessary overnight accommodation, meals and telephone expenses or the cost to travel home or reach your intended destination for you and anyone travelling in your vehicle at the time of the loss if your vehicle is stolen or damaged as a result of an incident covered by this policy.</p>	<ul style="list-style-type: none">• Any costs more than £400 arising from any one incident;• Costs of more than £50 per person;• Any incident that happens less than 25 miles away from your home address.

Section 8 – Damage to Your Vehicle

What is covered	What is not covered
<p>This section only applies to your vehicle.</p> <p>We will pay for all loss or damage caused to your vehicle, accessories and spare parts that occurs within the UK unless exclusions apply.</p> <p>Accessories and spare parts must be kept with your vehicle or in your private garage and their value be within the maximum amount we will pay.</p> <p>There is no cover if the damage is more specifically covered elsewhere in this policy.</p> <p>Vehicle Transportation Following a validated incident we will arrange and pay the reasonable cost to transport your vehicle to a repairer that you agree with us and to bring it back to you when repairs are complete or to your home address that we have on our records. If we suspect that your vehicle will be declared a total loss, we will take your vehicle to a place where it can be stored until it can be assessed by a motor engineer.</p> <p>During transportation and storage we will endeavour to make sure that the registration plates are covered or removed to protect your identity.</p> <p>Inappropriate Fuel We will pay up to £2500 to clean the fuel system and other associated parts of your vehicle or to repair any loss or damage caused if you fill your vehicle with an inappropriate grade or type of fuel purchased from a licensed fuel supplier provided that it is a one off incident and any loss or damage has not been caused over a period of time.</p> <p>Child car seat(s) If your vehicle is involved in an incident and suffers impact damage resulting in a valid claim under this section, we will pay the market value to replace any child car seat being carried in your vehicle at the time of the incident even if the child car seat has suffered no obvious damage.</p>	<p>Please refer to page 22 for exclusions to Section 8.</p>

Section 8 – Damage to Your Vehicle (continued)

What is covered	What is not covered
<p>Temporary Substitutions of Your Vehicle</p> <p>If your vehicle cannot be used because it is being serviced or repaired by a member of the motor trade this policy automatically covers any loss or damage that may occur whilst you are using a substitute vehicle loaned to you by a member of the motor trade whilst they are in control of your vehicle. It must be of the same or lesser vehicle specification as your vehicle and must be used in accordance with the certificate of motor insurance and the other terms and conditions of this policy.</p> <p>This does not extend to any vehicle you are test driving with a view to purchasing or to any vehicle hired to you or if there is a charge for using the vehicle.</p>	<p>Please refer to page 22 for Exclusions to Section 8.</p>

Section 8 – Damage to Your Vehicle (continued)

How we will settle your claim

We will at **our** option repair **your vehicle**, replace **your vehicle** or pay **you** an amount of cash.

What we will pay

If **your vehicle** was first registered in the **UK** from new, the most that **we** will pay is the **market value** of **your vehicle** unless the value has been agreed. If this is the case an **agreed value endorsement** will be shown on **your schedule** and **we** will pay the amount shown against it.

If **your vehicle** was first registered outside of the **UK** and **we** have agreed cover, the most **we** will pay will be the amount shown on the purchase receipt including **accessories and spare parts** or the **market value** of the nearest **UK** equivalent, whichever is lower.

Salvage

If **your vehicle** is so badly damaged that the cost to repair it will be more than or equal to the **market value** (or **agreed value** if stated on **your schedule**) then at **your** option **we** will either:

- Pay **you** an amount of cash equal to the **market value** (or **agreed value**) and the salvage will become **our** property; or
- Pay **you** an amount of cash equal to 70% of the **market value** (or **agreed value**) and the salvage will remain **your** property provided that this is allowed under current legislation governing motor vehicle salvage.

If **you** choose to retain the salvage, **we** do reserve the right not to continue covering **your vehicle**.

New Car Replacement

If **your vehicle** is a private motor car, is less than 12 months old, was registered as new in the **UK** and **you** have been the first and only keeper then **we** will, subject to availability, replace it with one of the same make, model and specification if:

- The cost to repair it is more than 60% of the last **UK** list price (including **accessories and spare parts**, road tax and VAT) at the time **you** bought the car
- There is no **agreed value endorsement** shown on **your schedule**
- **Your vehicle** is not subject to a leasing or contract hire agreement
- Any interested parties such as a hire purchase company agree.

If a replacement car is not available in the **UK** the most **we** will pay is the **market value** of **your** car immediately prior to the **incident**. Once **we** have made this payment or provided **you** with a replacement car **your** damaged car will become **our** property.

Excess

The amount that **you** contribute towards each and every claim is shown on **your schedule**.

If **your vehicle** is damaged whilst a young or **inexperienced** person (including **you**) is in charge of it **you** will have to pay the following in addition to the amount of **excess** shown on **your schedule**:

Drivers aged under 21 years of age	£500
Drivers aged 21 to 24 years of age	£300
Drivers of any age that have not held a full UK driving licence for more than 12 months (in addition to age excess where applicable)	£500

Motor Trade, Valet or Chauffeur

If **your vehicle** is being driven by a member of the motor trade, a valet as part of a valet parking service or a chauffeur provided by **us** under Section 21 (European Breakdown Cover) then **we** will not apply an **excess**.

Section 9 – Loss or Damage to Your Vehicle by Fire or Theft

What is covered

This section only applies to **your vehicle**.

We will pay for loss or damage caused to **your vehicle**, its **accessories and spare parts** by fire, theft or attempted theft that occurs within the **UK** unless exclusions apply.

Accessories and spare parts must be kept with **your vehicle** or in **your** private garage and their value be within the maximum amount **we** will pay.

There is no cover if the damage is more specifically covered elsewhere in this **policy**.

Vehicle Transportation

Following a validated **incident** **we** will arrange and pay the reasonable cost to transport **your vehicle** to a repairer that **you** agree with **us** and to bring it back to **you** when repairs are complete or to **your** home address that **we** have on **our** records. If **we** suspect that **your vehicle** will be declared a total loss, **we** will take **your vehicle** to a place where it can be stored until it can be assessed by a motor engineer.

During transportation and storage **we** will endeavour to make sure that the registration plates are covered or removed to protect **your** identity.

Temporary Substitutions of Your Vehicle

If **your vehicle** cannot be used because it is being serviced or repaired by a member of the motor trade, this **policy** automatically covers any loss or damage caused by fire, theft or attempted theft that may occur whilst **you** are using a substitute vehicle loaned to **you** by a member of the motor trade whilst they are in control of **your vehicle**. It must be of the same or lesser **vehicle specification** as **your vehicle** and must be used in accordance with the **certificate of motor insurance** and the other terms and conditions of this **policy**.

This does not extend to any vehicle **you** are test driving with a view to purchasing or to any vehicle hired to **you** or if there is a charge for using the vehicle.

What is not covered

Please refer to page 22 for Exclusions to Section 9.

Section 9 – Loss or Damage to Your Vehicle by Fire or Theft (continued)

How we will settle your claim

We will at **our** option repair **your vehicle**, replace **your vehicle** or pay **you** an amount of cash. If **your vehicle** is stolen and not recovered, **we** will assume that it was in average condition unless **you** can provide evidence to the contrary.

What we will pay

If **your vehicle** was first registered in the **UK** from new, the most that **we** will pay is the **market value** of **your vehicle** unless the value has been agreed. If this is the case an **agreed value endorsement** will be shown on **your schedule** and **we** will pay the amount shown against it.

If **your vehicle** was first registered outside of the **UK** and **we** have agreed cover, the most **we** will pay will be the amount shown on the purchase receipt or the **market value** of the nearest **UK** equivalent, whichever is lesser.

Salvage

If **your vehicle** is so badly damaged by fire, theft or attempted theft that the cost to repair it will be more than or equal to the **market value** (or **agreed value** if stated on **your schedule**) then at **your** option **we** will either:

- Pay **you** an amount of cash equal to the **market value** (or **agreed value**) and the salvage will become **our** property; or
- Pay **you** an amount of cash equal to 70% of the **market value** (or **agreed value**) and the salvage will remain **your** property provided that this is allowed under current legislation governing motor vehicle salvage.

If **you** choose to retain the salvage, **we** do reserve the right not to continue covering **your vehicle**.

New Car Replacement

If **your vehicle** is a private motor car, is less than 12 months old, was registered as new in the **UK** and **you** have been the first and only keeper then **we** will, subject to availability, replace it with one of the same make, model and specification if:

- The cost to repair it is more than 60% of the last **UK** list price (including **accessories and spare parts**, road tax and VAT) at the time **you** bought the car;
- The car has been stolen and not recovered within 30 days of **you** reporting the theft to **us**;
- There is not an **agreed value endorsement** shown on **your schedule**;
- The car is not subject to a leasing or contract hire agreement;
- Any interested parties such as a hire purchase company agree.

If a replacement car is not available in the **UK** the most **we** will pay is the **market value** of **your** car immediately prior to the **incident**. Once **we** have made this payment or provided **you** with a replacement car **your** damaged car will become **our** property.

Excess

The amount that **you** contribute towards each and every claim is shown on **your schedule**. In the event that **your vehicle** is declared a total loss then **you** will not have to pay an **excess**.

Section 10 – Temporary Replacement Car

What is covered

During Repairs

If **your vehicle** cannot be used because it is being repaired following a validated claim under Section 8 (Damage to **Your Vehicle**), Section 9 (Loss or Damage to **your vehicle** by Fire or Theft) or Section 12 (Keys and Locks), **we** will arrange and pay for a temporary replacement car for **you** to use until the repairs have been completed and **your vehicle** returned to **you**. The replacement car may not be the same size, type or value as **your vehicle** that is being repaired.

Damaged Beyond Repair

If **your vehicle** cannot be repaired following a validated claim under Section 8 (Damage to **your vehicle**) or Section 9 (Loss or Damage to your vehicle by Fire or Theft) **we** will provide **you** with a temporary replacement car to use for up to 14 days. The replacement car may not be the same size, type or value as **your vehicle** that is being repaired. This period begins from the date that **we** agree that **your vehicle** cannot or will not be repaired and will continue even if **you** choose to retain the salvage

Stolen and Not Recovered

If **your vehicle** is not recovered following a validated claim under Section 9 (Loss or Damage to **your vehicle** by Fire or Theft) **we** will provide **you** with a temporary replacement car to use for up to 14 days. The replacement car may not be the same size, type or value as **your vehicle** that is being repaired. This period begins from the date that **you** report the **incident** to **us**. If **your vehicle** is recovered during this period and is deemed repairable, **we** will continue to provide the temporary replacement car until the repairs have been completed and **your vehicle** has been returned to **you**.

During the period that **we** are paying for a temporary replacement vehicle or hire vehicle, **you** will have the same cover that **we** provide for **your vehicle** that is the subject of the claim. The General Exclusions, General Policy Conditions and any individual terms that may apply as a result of **our** underwriting requirements will still apply. **We** will also apply the same **excess** that applied to **your vehicle**.

What is not covered

- A temporary replacement car for use outside of the UK regardless of where the **incident** occurred;
- A temporary replacement car being used outside of the class of use permitted under the **policy**, as specified in **your certificate of motor insurance**;
- Any person using the temporary replacement car who is not named on the **certificate of motor insurance** applicable for **your vehicle** which is the subject of the claim;
- The fuel that **you** use whilst **you** have the temporary replacement car;
- Any fines, penalties or charges that **you** incur whilst **you** are using the temporary replacement car;
- Costs incurred if **you** keep the temporary replacement car for longer than **we** have agreed;
- Any liability incurred as a result of **you** not adhering to the repair company's conditions unless **we** have to meet a requirement of road traffic legislation.

Please refer to page 22 for Exclusions to Section 10.

Section 11 – Audio, Entertainment, Communication & Navigation Equipment

What is covered	What is not covered
<p>We will cover you for loss of or damage to permanently fitted audio, visual, navigation, telecommunication and gaming equipment that is designed to use the electrical system of your vehicle as its sole source of power. If the equipment was fitted to your vehicle at the time it was made, the maximum that we will pay is the market value of the equipment at the time of the loss or damage. For all other equipment the maximum we will pay is £750.</p> <p>You will not have to pay an excess for claims under this section.</p>	<ul style="list-style-type: none">• We will not cover portable items such as mobile telephones, compact discs, DVDs, removable navigation equipment or other storage devices.• We will not provide any cover if your vehicle is a motorcycle• Any amount above £750 for equipment that was not fitted to your vehicle at the time it was made. <p>Please refer to page 22 for Exclusions to Section 11.</p>

Section 12 – Keys and Locks

What is covered	What is not covered
<p>In the event that your vehicle's keys, key fobs, ignition keys, ignition cards, steering lock keys, immobiliser keys, alarm transmitters, tracking system transponders, lock transmitters or garage door transmitters are lost or stolen we will pay to replace where necessary:</p> <ul style="list-style-type: none">• The keys, cards, fobs, transmitters or transponders• The door locks, boot locks, ignition and steering lock• The cost of re-coding a tracking system• The cost of replacing any alarm or immobiliser. <p>You will not have to pay an excess for claims under this section.</p>	<p>Please refer to page 22 for Exclusions to Section 12.</p>

Section 13 – Trailers

What is covered	What is not covered
<p>We will pay up to £1000 for the loss of or damage to any trailer (including horse trailers) arising from a single incident while the trailer is attached to your vehicle.</p>	<ul style="list-style-type: none">• Caravans or the contents of any trailer or caravan.• Any amount above £1000 arising from a single incident. <p>Please refer to page 22 for Exclusions to Section 13.</p>

Section 14 – Loss of Road Fund Licence

What is covered	What is not covered
<p>We will pay for the unexpired portion of the Road Fund Licence of your vehicle if you are not able to recover it from the licensing authorities after your vehicle is declared a total loss.</p>	<p>Please refer to page 22 for Exclusions to Section 14.</p>

Section 15 – Personal Possessions

What is covered	What is not covered
<p>We will pay up to £250 for loss of or damage to your personal possessions from your vehicle. If the loss or damage is the result of theft or attempted theft we will only pay if:</p> <ul style="list-style-type: none">• the items are hidden from view; and• your vehicles windows are closed; and• all the doors and the boot or luggage compartment are locked when your vehicle is unattended; and• retractable or removable roofs are closed. <p>There is no excess for this cover.</p>	<ul style="list-style-type: none">• Trade goods, samples or anything to do with your work• Money, credit cards, debit cards, charge cards, stamps, vouchers, tickets, documents, securities or bonds• Audio, entertainment, communication, data processing or navigation equipment• Items covered by another insurance contract• Property on or in a motorcycle. <p>Please refer to page 22 for Exclusions to Section 15.</p>

Section 16 – Personalised Registrations

What is covered	What is not covered
<p>Following a total loss claim under Section 8 (Damage to your vehicle) or Section 9 (Loss or Damage to your vehicle by Fire or Theft), we will pay up to £250 towards the cost of retaining and transferring personalised registrations for up to 12 months where DVLA rules allow and for the making of new registration plates.</p>	<p>Any loss of value of a cherished registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service.</p> <p>Please refer to page 22 for Exclusions to Section 16.</p>

Exclusions to Sections 8–16

IMPORTANT: Under all contracts, certain situations are not covered. Please read these exclusions carefully to make sure that you know what situations are not covered by this insurance. Please also refer to the General Policy Exclusions on page 35 and General Policy Conditions on page 37.

If you do not understand any part of this policy you should speak to your insurance intermediary or to us.

Sections 8, 9, 10, 11, 12, 13, 14, 15 & 16 do not cover:

1. Any payment for the loss of use of **your vehicle**;
2. Damage to tyres caused by braking, punctures, cuts or bursts;
3. Damage caused by frost unless **you** took reasonable precautions;
4. The cost of repairing or replacing parts added after this insurance started which improve the performance of **your vehicle**, increase **your vehicle's** value or alter **your vehicle's** appearance unless **we** have been notified and accepted beforehand;
5. The cost of repairing or renewing areas of **your vehicle** that were not damaged in the **incident** for which **you** are claiming;
6. Any **excess** shown in **your schedule** and in Section 8 (Damage Cover for **Your Vehicle**) if applicable;
7. Mechanical, electrical, electronic, computer or computer software, failure, fault or breakage;
8. Loss or damage caused when **your vehicle** has been left **unattended** if the last person in charge of **your vehicle** is not shown on **your certificate of motor insurance** as allowed to drive;
9. Loss or damage caused to **your vehicle** as a result of theft or attempted theft if **your vehicle** is left **unattended** unless all ignition keys have been removed from **your vehicle**. This applies even for short periods of time such as in a petrol station;
10. Loss or damage as a result of **your vehicle** being returned to its rightful owner;
11. Loss or damage as a result of **your vehicle** being repossessed;
12. Reduction in value including loss of value following damage whether **your vehicle** was repaired or not.

Section 17 – Glass

What is covered	What is not covered
<p>We will pay for the repair to or replacement of the glass windscreen, windows or sunroof in your vehicle.</p> <p>You should call the Home and Legacy Helpline for our approved supplier to arrange a convenient time and location with you to carry out the work. They will need to see your certificate of motor insurance and if the glass needs to be replaced you will need to pay them the amount of the excess shown for glass on your schedule.</p> <p>If you do not call the Home and Legacy Helpline to arrange the replacement of glass, you will only have cover up to £150.</p> <p>If you do not use our claims helpline to arrange the repair of glass you will have to pay the excess shown for glass on your schedule.</p> <p>If your glass is damaged whilst outside of the UK but within the territorial limits you may have this work carried out abroad and we will reimburse the reasonable cost of repairing or replacing the glass. You will need to send us written notification giving full details of the incident and an invoice for the work and we will reimburse you after deducting the excess for glass shown on your schedule.</p> <p>We will also pay to repair any scratches on the bodywork caused by the broken glass, as long as there has not been any other loss or damage to your vehicle.</p>	<ul style="list-style-type: none">Any amount above £150 if you do not report the incident to the Home & Legacy Helpline before the glass is replaced

Section 18 – Foreign Use

What is covered	What is not covered
<p>Standard Cover</p> <p>This policy provides you with the same cover within the territorial limits, as you have in the UK while you are using your vehicle for social, domestic or pleasure purposes for no more than 90 days during any one period of insurance. Cover is also included while your vehicle is being loaded, unloaded and transported between these countries by air, rail or by a recognised sea route which takes less than 65 hours.</p>	

Section 18 – Foreign Use (continued)

What is covered	What is not covered
<p>The maximum period for any one trip is 90 days and you must tell your insurance intermediary or us each time you travel abroad. If your vehicle does not return to the United Kingdom after 90 days, your cover will be restricted to the minimum required to comply with the laws on compulsory insurance of motor vehicles in the country of your visit.</p> <p>Following a validated incident under this policy we will also pay the costs of any customs duty and for the repatriation of your vehicle.</p> <p>Extended Cover</p> <p>If you want to travel to a country outside of the territorial limits we may agree to this in return for an extra premium. If we do we will provide you with a Green Card to prove that you are insured. We will only consider countries that are covered by the International Green Card System.</p> <p>If you need to let us know about a claim, please telephone the Home and Legacy helpline.</p>	<ul style="list-style-type: none">• Your vehicle while it is being used for any purpose other than social, domestic or pleasure.• Drivers who are not named on your certificate of motor insurance.• Your vehicle while it is being used outside the territorial limits unless we have given our prior agreement.• Any vehicle that has not been notified to and accepted by us.

Section 19 – No Claim Discount

If **you** do not make a claim during the **period of insurance** a no claim discount will be allowed against **your** renewal premium in accordance with the scale of the **Insurer**.

You may pay extra to protect **your** no claim discount from being reduced following a claim where **you** are at fault. If **you** do this **you** will not be allowed to make more than two claims that would normally prejudice **your** entitlement, in any five

successive periods of insurance. If **you** make more than two claims in any five successive periods of insurance **your** no claim discount will be reduced in line with the **insurer's** usual scale. If **you** are insuring more than one vehicle under this **policy** then each vehicle will have its own entitlement.

Section 20 – Motor Legal Expenses

This section is underwritten by UK Underwriting on behalf of Inter Partner Assistance and administered by Lawshield UK Ltd.

LawShield UK Ltd is registered in England & Wales, No.3360532 Registered Office: LawShield House, 850 Ibis Court, Centre Park, Warrington, WA1 1RL **United Kingdom** authorised and regulated by the Financial Services Authority, register number 306793.

Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are miscellaneous Financial Loss, Legal Expenses and Assistance.

In addition to the definitions described in pages 7 and 8 the following definitions also apply to Section 20:

Legal Representative

A solicitor or other person appointed with **our** agreement under this **policy** to represent **you**.

Costs

1. The professional fees and expenses reasonably and properly charged by the **legal representative** up to the standard rates set by the courts.
2. **Your** opponent's **costs** which **you** are ordered to pay by a court.

What is covered

a) Uninsured Loss Recovery

We will pay the **costs** of **you** taking any legal action as a result of any road accident which causes the following:

1. **Your** death or bodily injury while **you** are in, on or getting into or out of **your vehicle**.
2. Damage to **your vehicle**.
3. Damage to property which **you** own or are legally responsible for and which is in or on **your vehicle**.

We must consider that there is a reasonable chance of winning the case.

b) Motor Prosecution Defence

We will pay up to £100,000 to cover the **costs** of defending **your** legal rights (including an appeal against **your** conviction or sentence) following any event that results in criminal proceedings being brought against **you** for an offence arising from **your** ownership or use of **your vehicle**.

What is not covered

a) Uninsured Loss Recovery

We will not provide cover for the following:

- **Costs** above £100,000 arising out of any one **incident**
- Any claim where there is not a reasonable chance of winning
- Any claim arising out of a contract **you** have with another person or organisation
- A claim for an event which is not covered under sections 1 to 19 of this **policy**
- A claim that occurred outside of the **territorial limits**
- Disputes between **you** and **us**
- **Costs** that **we** have not agreed to in writing
- **Costs** that **you** have paid directly to the **legal representative** or any other person without **our** permission.
- Any VAT that **you** can recover from elsewhere.

b) Motor Prosecution Defence

We will not pay for any **costs** arising from criminal proceedings being brought against **you** for the following offences:

- Parking offences for which **you** do not get points on **your** driving licence
- Driving while under the influence of drink or drugs
- Manslaughter
- Death caused by reckless or dangerous driving
- Death caused by reckless or dangerous driving while under the influence of drink or drugs.

Section 20 – Motor Legal Expenses (continued)

What is covered	What is not covered
<p>c) Motor Contract Cover</p> <p>We will pay up to £100,000 to cover the costs of you taking or defending a legal action as a result of any action arising from a contract you have to:</p> <ul style="list-style-type: none">• Buy, hire or sell your vehicle or its accessories and spare parts; and• Service, repair or test your vehicle. <p>Conditions applying to Section 20(b) and Section 20(c)</p> <p>We will provide this cover provided that:</p> <ol style="list-style-type: none">1. You entered into the contract within the territorial limits2. The dispute started within the period of insurance3. Any legal action is bought within the territorial limits4. The claim will be decided by a court within the territorial limits.	<p>c) Motor Contract Cover</p> <p>We will not pay any costs arising from:</p> <ul style="list-style-type: none">• Any event occurring within 3 months of the commencement of the first period of insurance unless the claim is in relation to the purchase of new goods or services• Any contract where the amount in dispute is less than £1000 for buying, selling or hiring your vehicle or £250 for servicing, repairing or testing your vehicle• A dispute over the amount of money or other compensation due under any insurance policy• Your vehicle if it is more than 15 years old.

Section 20 – Motor Legal Expenses (continued)

Conditions that apply to Section 20

If you do not keep to the conditions, we may cancel the policy and refuse any claim and withdraw from any current claim. These conditions apply in addition to the General Policy Conditions described on pages 37-39.

You must do the following:

1. Give **us** written details of **your** claim along with any other supporting information **we** ask for.
2. Make **your** claim within six (6) months of the date of the **incident**.
3. Follow the **legal representative's** advice and provide any information requested by the **legal representative**.
4. Take every step to recover **costs** and pay them to **us**.
5. Get **our** written permission before making an appeal.
6. Make sure that **your legal representative** keeps to condition 2 below.

Your legal representative must do the following:

1. Get **our** written permission before instructing a barrister or expert witness.
2. Tell **us** if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
3. Tell **us** immediately if the other party makes a payment into court or any offer to settle the matter.
4. Report the result of the claim to **us** when it is finished.

We will have the right to do the following:

1. Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
2. End **your** cover if, during the course of the claim, **we** think there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your** reasonable **costs** which **you** cannot recover from anywhere else.
3. At the end of the claim to settle the **costs** covered by this **policy** if those **costs** cannot be recovered from anywhere else.
4. End **your** cover and recover any **costs** from **you** which have already been paid, if **you** withdraw **your** instructions to the **legal representative** without **our** agreement.

Your agreements with others

We will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

Choosing the legal representative

At any time before **we** agree that legal proceedings need to be issued, **we** will choose the **legal representative**. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises. **You** must send the name and address of the **legal representative** **you** wish to choose to **us** and **we** may decide not to accept **your** choice. If **you** and **we** do not agree with **your** choice of **legal representative**, the matter will be settled using the disputes procedure below. When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **costs**.

Section 21 – European Breakdown Cover

This section is underwritten by Europ Assistance Insurance Limited. Benefits and services are provided by Europ Assistance Holdings Limited.

- Europ Assistance Holdings Limited is registered in England & Wales No.758979 Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN **United Kingdom**. Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority, register number 311883.
- Europ Assistance Insurance Limited is registered in England and Wales No. 01708613, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN **United Kingdom**. Europ Assistance Insurance Limited is authorised and regulated by the Financial Services Authority, register number 202846.

If the service that you require is not shown, we will at your expense try and arrange it for you.

The definitions shown on pages 7 & 8 all apply except for the following which have been amended.

Special Definitions that Apply to Section 21

We, us, our

Wherever this relates to Section 21 of **your policy**, Europ Assistance Holdings Limited.

You, Your

Any person named on **your certificate of motor insurance** and any person travelling in **your vehicle** with **your** permission at the time of the **breakdown** up to a maximum of eight people including the driver.

Your Vehicle

Any vehicle shown on **your schedule** together with any caravan or trailer (including horse trailers) that it is towing

What is covered

a) Emergency Assistance

In the event that **your vehicle** suffers a **breakdown**, puncture (as long as a spare wheel is available) or runs out of fuel within the **territorial limits**, **we** will arrange and pay for the call out charge, up to one hours labour for emergency assistance at the scene of the **breakdown** and, if necessary, transport to a local garage for repair.

b) Message Relay

If **you** ask **us** to, **we** will relay up to three messages to **your** family, friends or business associates to advise them of **your** situation.

c) Chauffeur Cover

In the event that **you** are on a trip within the **territorial limits** and **you** are declared medically unfit to drive **your vehicle**, if there is no other person in **your** party qualified and competent to drive, **we** will pay all necessary additional costs to return **your vehicle** to **your** home address in the **UK** shown on **your schedule**.

At **our** option **we** may elect to provide a qualified replacement driver to drive **your vehicle**.

What is not covered

a) Emergency Assistance

- Labour charges in excess of one hour
- The cost of any fuel or replacement parts or materials used.

b) Message Relay

The provision of more than three messages.

c) Chauffeur Cover

Incidents where **you** are unfit to drive through drink or drugs.

Section 21 – European Breakdown Cover (continued)

What is covered	What is not covered
<p>d) Vehicle Recovery</p> <p>If your vehicle cannot be repaired at the scene or at a local garage within what we consider to be a reasonable time, we will:</p> <ul style="list-style-type: none">i) Arrange to take you and your vehicle to a destination of your choice within the UK. <p>Or</p> <ul style="list-style-type: none">ii) Arrange and pay up to £750 for the rental charge of a Group C vehicle, collision damage waiver and any necessary drop off and collection charges. We will also pay the cost of standard class travel for you to collect your vehicle. <p>Or</p> <ul style="list-style-type: none">iii) Arrange travel to and bed and breakfast accommodation in a local hotel for you whilst you are awaiting repairs to your vehicle. You will have to pay for these costs but we will on receipt of the relevant receipts reimburse you the full cost of the transport and up to £75 per person per night for the accommodation. The most that we will pay in total is £400 for any one breakdown <p>e) Repatriation</p> <p>If your vehicle is rendered immobile during a trip within the territorial limits but outside the UK, and cannot be repaired by your expected date of return to the UK, we will pay:</p> <p>The cost of transporting you and your luggage to your home address as shown on your schedule.</p> <p>The cost of transporting your vehicle to your home address as shown on your schedule or to a repairer of your choice within the UK or up to £500 for you to collect your vehicle from abroad once it has been repaired.</p> <p>Up to £200 for storing your vehicle while it is abroad.</p>	<p>d) Vehicle Recovery</p> <ul style="list-style-type: none">1. The cost of any fuel or replacement parts or other materials used in the repair or any labour charges incurred at the repairers premises;2. Storage charges or sea transit charges;3. Costs incurred if we need to use specialist recovery equipment;4. Any costs which would have been incurred in the course of your journey had the breakdown not occurred;5. The cost of any fuel, fines, parking or congestion charges and any other charges that may be incurred during the use of a replacement vehicle that we provide. <p>e) Repatriation</p> <ul style="list-style-type: none">• Trips solely within the UK• Repatriation of vehicle occupants injured in an accident involving your vehicle• An amount greater than the market value of your vehicle.

Special Exclusions applying to Section 21

1. **Your vehicles** which have not been maintained and operated in accordance with the manufacturers recommendations, a previous inadequate repair, unsuccessful DIY dismantling and/or reassembly or kit cars.
2. A **breakdown** which has resulted from a lack of oil or water.
3. Any claim that is due to the same cause where a permanent repair has not been undertaken to correct the fault.
4. Assistance following a **breakdown** attended by the police or other emergency services until they have authorised **your vehicle's** removal.
5. Vehicles being used for hire or reward, motor racing, rallies, speed or duration tests or practising for such events.
6. Vehicles temporarily immobilised by floods, snow affected roads, sand or mud, situated in areas to which **our** agents have no access or vehicles on motor traders premises.
7. Claims arising from the loss or damage to contents of **your vehicle**.
8. Claims for losses of any kind that have arisen from the provision of or delay in providing the services to which this **policy** relates unless negligence on **our** part can be proven.
9. Additional expenses incurred for the transportation of pets, animals or livestock.
10. Any period in excess of 90 consecutive days that is spent outside the **UK**.

Special Conditions applying to Section 21

1. When an **incident** occurs that may give rise to a claim **you** must contact **us** as early as possible. **We** will not be liable for any expenses that **you** incur before **you** have notified **us**.
2. **You** must make no admission, offer, promise or payment without **our** prior consent.
3. **We** will make every effort to provide the full range of services described in this section. Remote geographical locations or unforeseeable adverse local conditions may prevent this. In all cases where such difficulties arise, the full monetary benefits of this section will apply.
4. **You** will be required to reimburse **us** within seven days of **our** request to **you** any costs or expenses that **we** have incurred on **your** behalf which are not covered under the terms of this section.
5. At the time of making a claim **you** must provide proper evidence of servicing of **your vehicle**.
6. A garage or specialist undertaking repair work on **your** instructions and which is not specifically covered under this insurance will be acting as **your** agent for such work.
7. **You** must be able to satisfy the requirements of any hire car provider such as the provision of an acceptable driving licence, the meeting of minimum driver age and if requested providing debit or credit card details.

Endorsements

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL1	Excess for damage to your vehicle (Registration) If a claim is made under Section 4, 5, 6, 7, 8, 10, 13 or 18 you will be responsible for the amount shown on your schedule against this endorsement . This amount is in addition to any voluntary excess and any excess shown in Section 8 (Damage to Your Vehicle) for a young or inexperienced driver.
HL2	Voluntary excess (Registration) If a claim is made under Section 4, 5, 6, 7, 8, 9, 10, 13 or 18 you will be responsible for the amount shown on your schedule against this endorsement . This is in addition to any amount shown against endorsement HL1 and HL3 on your schedule and any excess shown in Section 8 (Damage to Your Vehicle) of your policy for a young or inexperienced driver.
HL3	Excess for loss or damage by fire or theft (Registration) If a claim is made under Section 9 or 10 for fire, theft or attempted theft you will be responsible for the amount shown on your schedule against this endorsement . This amount is in addition to any voluntary excess .
HL4	Immobiliser (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle has been fitted with an immobiliser approved by us which is activated and working correctly at the time of the loss. If the device was not fitted by the manufacturer of your vehicle then a copy of the installation certificate must be sent to us when requested by us . All keys/fobs used to activate and/or deactivate the device may be required by us in the event of a theft.
HL5	Alarm and Immobiliser (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle has been fitted with a combined alarm and immobiliser approved by us which is activated and working correctly at the time of the loss. If the device was not fitted by the manufacturer of your vehicle then a copy of the installation certificate must be sent to us when requested by us . All keys and fobs used to activate and/or deactivate the device may be required by us in the event of a theft.
HL6	Vehicle tracking system (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle has been fitted with an approved, pro-active vehicle tracking device. A copy of the installation certificate and all keys/fobs used to activate and/or deactivate the device must be sent to us when requested by us after the loss has been reported to us . At the time of the loss the device must have been activated and working efficiently, all subscriptions must be paid and up to date and the tracking company must be notified with 4 hours of the loss being brought to your attention. The tracking company's recommendations must be followed at all times, in particular concerning the use of and keeping of the keys/fobs.
HL7	Overnight garaging (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle is kept in a locked and secured building between the hours of 10pm and 7am whilst your vehicle is at or within a one mile radius of the address notified to us as being the address where your vehicle would be kept overnight.
HL8	Mileage limitation (Registration) We will not provide any cover under this policy if your vehicle exceeds the number of miles declared to us and shown on your schedule in any one period of insurance .
HL9	No claim discount protection As long as there are not more than two fault claims in any five consecutive years, your no claim discount will not be reduced.

Endorsements (continued)

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL10	<p>Excluding all drivers under 25 We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age.</p>
HL11	<p>Excluding drivers under 25 other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age other than the person(s) named against this endorsement on your schedule.</p>
HL12	<p>Excluding drivers under 25 or those with less than 12 months experience We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age or has held a full UK driving licence for less than 12 months.</p>
HL13	<p>Excluding drivers under 25 or those with less than 12 months experience other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age or has held a full UK driving licence for less than 12 months other than the person(s) named against this endorsement on your schedule.</p>
HL14	<p>Excluding drivers under 25 or those with less than 24 months experience We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age or has held a full UK driving licence for less than 24 months.</p>
HL15	<p>Excluding drivers under 25 or those with less than 24 months experience other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 25 years of age or has held a full UK driving licence for less than 24 months other than the person(s) named against this endorsement on your schedule.</p>
HL16	<p>Excluding all drivers under 30 We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age.</p>
HL17	<p>Excluding all drivers under 30 other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age other than the person(s) named against this endorsement on your schedule.</p>
HL18	<p>Excluding Drivers under 30 or those with less than 12 months experience We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age or has held a full UK driving licence for less than 12 months.</p>
HL19	<p>Excluding Drivers under 30 or those with less than 12 months experience other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age or has held a full UK driving licence for less than 12 months other than the person(s) named against this endorsement on your schedule.</p>
HL20	<p>Excluding drivers under 30 or those with less than 24 months experience We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age or has held a full UK driving licence for less than 24 months.</p>
HL21	<p>Excluding drivers under 30 or those with less than 24 months experience other than (Name) We will not provide any cover under this policy if the person driving or in charge of your vehicle is under 30 years of age or has held a full UK driving licence for less than 24 months other than the person(s) named against this endorsement on your schedule.</p>

Endorsements (continued)

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL22	Excluding Driving Other Cars – Specified Person (Name) Section 2 of this policy is cancelled for the person(s) named against this endorsement on your schedule .
HL23	Excluding Driving Other Cars Section 2 of this policy is cancelled.
HL24	Agreed Value (Registration) The most that we will pay (including accessories and spare parts) is the amount shown against this endorsement on your schedule providing the last declared value reflects its true current condition.
HL25	Owner’s Interest (Registration) Your vehicle is owned by the person(s) or organisation named against this endorsement on your schedule .
HL26	Excluded Driver (Name) We will not provide any cover unless we are required to because of road traffic legislation while the person(s) named against this endorsement on your schedule is driving or is in charge of your vehicle .
HL27	Driver to be accompanied (Name) We will not provide any cover unless required by road traffic legislation while the person named against this endorsement on your schedule is driving or is in charge of your vehicle unless they are accompanied by <ul style="list-style-type: none"> • A driver who is aged over 25 and has held a full UK licence for 3 years or more • A Department of Transport approved driving instructor or examiner Once the person named against this endorsement has passed their UK driving test (both theory and practical) this endorsement will be deemed to be obsolete.
HL28	Excluding use to and from a place or work or study (Name) We will not provide any cover while your vehicle is being driven by or is in charge of the person(s) named against this endorsement on your schedule between their home address and place of work or study. Additionally there is no cover while your vehicle is being kept or stored at their place of work or study.
HL29	Imported Vehicles and Specialist Vehicles (Registration) <ul style="list-style-type: none"> • The ‘new car replacement’ benefits in Sections 8 and 9 do not apply • The ‘temporary replacement car’ benefit provided under Section 10 will only apply for 21 consecutive days. You may choose to use this benefit whilst parts are being sourced or once all parts have been sourced and work can begin. We will not be liable for any charges incurred as a result of a temporary replacement vehicle being kept for more than 21 days • The maximum payable under Section 17 is limited to £500 after deduction of the excess regardless of who replaces it
HL30	Garage Warranty (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle is kept in a locked and secured building whilst your vehicle is at or within a one mile radius of the address notified to us as being the address where your vehicle would be kept overnight.
HL31	Drink and Drugs (Name) We will not provide any cover unless we have to meet a requirement of road traffic legislation if an accident happens and the person named against this endorsement on your schedule is convicted of an offence involving drink or drugs as a result of the accident.

Endorsements (continued)

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL32	<p>Additional Business Use (Name)</p> <p>We will cover the person named against this endorsement on your schedule to use your vehicle in connection with their business, profession or occupation.</p>
HL33	<p>Fuel cut off switch or battery isolator (Registration)</p> <p>We will not provide cover under section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless a fuel cut-off switch or battery isolator is fitted to your vehicle and has been activated when the vehicle is left unattended.</p>
HL34	<p>Motor homes (Registration)</p> <p>We will not provide cover:</p> <ol style="list-style-type: none"> 1. under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) for fire arising from the use of, or directly caused by heating, lighting, or cooking apparatus unless a serviceable fire extinguisher is being carried in your vehicle. 2. under Section 6 (Personal Accident) arising out of the use of, or directly caused by heating, lighting or cooking apparatus in your vehicle.
HL35	<p>Mechanical Immobiliser (Registration)</p> <p>Your motorcycle must be fitted with an approved mechanical immobiliser and it must be operational when you leave the motorcycle. If you do not do this we may not deal with any theft or attempted theft claim under section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy.</p>
HL36	<p>UK only Breakdown Cover (Registration)</p> <p>Section 21 of this policy is amended to operate in the UK only for the vehicle shown against this endorsement.</p>
HL37	<p>Breakdown Cover Excluded (Registration)</p> <p>Section 21 of this policy is cancelled for the vehicle shown against this endorsement.</p>
HL38	<p>Laid up cover (Registration)</p> <p>We will only provide cover under Section 8 (Damage to your vehicle) and Section 9 (Loss or Damage to your vehicle by Fire or Theft) for your vehicle shown against this endorsement on your schedule. This cover will only apply while your vehicle is kept in a locked building at an address notified to and agreed by us or while it is being transported to an exhibition or show without using its own power.</p>
HL39	<p>Additional excess (Name)</p> <p>If a claim is made under Section 4,5,6,7,8,9,10,13 or 18 the amount shown on your schedule against this endorsement will apply while the person show against this endorsement is driving or is in charge of your vehicle. This is in addition to any amount shown against endorsement HL1, HL2 and HL3 on your schedule and any excess shown in Section 8 (Damage to your vehicle) of your policy for a young or inexperienced driver.</p>
HL40	<p>Breakdown Cover Excluded (Policy)</p> <p>Section 21 of this policy is cancelled.</p>

General Exclusions

These Exclusions apply to the whole of your policy and are in addition to any Exclusions shown within each Section.

This insurance does NOT cover

Acts of War, Terrorism and Civil Disturbance

Any loss or damage caused by war, civil war, invasion, rebellion, revolution, riot, civil commotion, **terrorism** or any similar event unless **we** have to meet a requirement of road traffic legislation. This exclusion does not apply to sections 8, 9, 11 or 17 of this **policy**.

Airside

Any liability whilst **your vehicle** is being used on any part of an airport or airfield used for moving, taking off, landing aircraft, parking aircraft, ground equipment, maintaining or refuelling aircraft or customs inspections unless **we** have to meet a requirement of road traffic legislation.

Carrying Passengers for Money

Loss or damage while **your vehicle** is being hired out or let out or is being used for the carriage of passengers in exchange for money. This exclusion does not apply to a vehicle sharing agreement where **you** do not profit from **your** journey.

Confiscation

Any liability, loss or damage as a result of **your vehicle** being impounded, confiscated, damaged or destroyed by or on behalf of any government or public authority.

Competition and Track Use

Any loss or damage while **your vehicle** is being used for or participating in any competition, instruction, performance test, practice, preparation, race, rally, speed trial, timed event or track day. This exclusion applies regardless of whether it is authorised by the police or another relevant authority.

Contamination or Pollution

Death or bodily injury to any person or damage to property directly or indirectly caused by a **contaminant or pollutant** unless it is directly caused by a sudden individual, unintentional and unexpected **incident** which entirely takes place at a specific time and location during the **period of insurance**. Any pollution or contamination which results from one **incident** shall be considered to have occurred at the time the **incident** took place. This exclusion to this **policy** shall not apply in circumstances where **we** have to meet a requirement of road traffic legislation.

Contractual Liability

Any liability that would not have existed without a contract or agreement that **you** have entered into.

Damage by vermin, animals and fungus

We will not provide cover for loss or damage to **your vehicle** caused by mildew or fungus or chewing, scratching, tearing or fouling by domestic pets, vermin or insects.

Deception

The loss of or damage to **your vehicle** as a result of fraud or deception or by using a counterfeit payment or one that a bank or building society will not authorise.

Deliberate or Criminal Acts

Loss or damage caused intentionally by **you** or a member of **your immediate family** or by someone else with **your** knowledge, permission or encouragement.

Deliberate or Illegal Acts

Loss or damage caused by a deliberate or illegal act by **you** or a member of **your immediate family**.

Earthquakes

Any loss or damage caused by earthquakes.

Loss of Value

Any reduction in the value of **your vehicle**.

Nuclear or Radiation Hazard

Any loss or damage caused directly or indirectly by ionising radiation, radioactivity, nuclear fuel, nuclear waste, nuclear equipment or any explosive nuclear material.

Overloading

Loss or damage while **your vehicle** is being driven with a load or a number of passengers that is unsafe or exceeding of the manufacturer's specifications.

Sonic Bangs

Any loss or damage arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Exclusions (continued)

Vehicle Use

Any liability, loss or damage as a result of **your vehicle** being:

- Used outside of the limitations of use shown on **your certificate of motor insurance**
- Driven by or in charge of someone who is not named as a driver on **your certificate of motor insurance** unless **your vehicle** is in the custody or control of a member of the motor trade for the purpose of maintenance or repair, a valet as part of a valet parking service, a chauffeur **we** have provided under Section 24 (European Breakdown Cover) of this **policy** or it has been stolen or taken without **your** permission
- Driven by anyone, who has never held or is disqualified from holding or is prevented by law from obtaining a driving licence including **you**
- Driven whilst in an unsafe or unroadworthy condition or does not have a valid MOT certificate where required
- Driven whilst carrying an insecure load or whilst towing a trailer that is unsafe or is carrying an insecure load
- Driven whilst towing anything for payment
- Driven whilst towing more than one trailer at any one time
- Driven outside the limitations of the driver's licence
- Driven outside the **UK**, unless allowed by Section 18
- Driven with a load or a number of passengers which is unsafe or greater than the manufacturers' specification
- Used for any purpose on a derestricted toll road.
Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended. This includes the Nurburgring Nordschleife
- Used for any purpose connected with the motor trade, unless this use is described on **your certificate of motor insurance**

General Policy Conditions

These conditions apply to the whole of this policy and are in addition to any conditions shown within each section. You must abide by these conditions for this policy to be valid.

1. We will only provide cover under this policy if:

- a) You pay the premium in full or any premium instalment when it is due.
- b) You notify us of any accident or incident that may result in a claim as soon as reasonably possible, and shall with reasonable speed, provide such information that we require.
- c) Any person claiming has met all the conditions as far as they apply
- d) The declaration and information given in the application or statement of facts on which this policy is based is complete and accurate.

2. Compulsory insurance

If the law of any country in which this policy covers you says we must pay a claim which we would otherwise not have paid, then we are entitled to recover such payments from you.

3. Reflection period

You may cancel this policy within 14 days of the date you receive it or within 14 days of the start date whichever is later. You can do this by returning the certificate of motor insurance to Home and Legacy at 500 Avebury Boulevard, Milton Keynes, Bucks, MK9 2LA or to your insurance intermediary. If you choose to cancel the policy, you will be entitled to refund of the premium paid except where an incident has occurred during the period of cover we have provided which may give rise to a claim, in which case the full annual premium may be payable to us.

4. Cancelling this policy (outside of the Reflection Period)

We or your insurance intermediary may cancel this policy by giving you seven days notice in writing, sent by Recorded Delivery to your last known address. If this happens we will return a proportional part of the premium you have paid for any unused part of this insurance.

You may cancel this policy by returning the current certificate of motor insurance to us. If you cancel this policy, as long as you have not made a claim we will refund the part of the premium you have not yet used after deducting the commission that we have earned for our professional advice and services

5. Arbitration

If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator's final decision.

6. Reasonable precautions

You must take all reasonable precautions to protect your vehicle from loss and damage and to keep it in a good roadworthy condition. You must let one of our authorised representatives inspect your vehicle at any reasonable time.

7. Fraud

If you or anyone acting on your behalf make any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and you will forfeit all rights under this policy. In such circumstances, we retain the right to keep the premium and to recover any sums paid by way of benefit under this policy.

8. Choice of law

Unless we agree otherwise the language of this policy and all communications relating to it will be English and English law will apply to this contract of insurance.

9. Vehicle sharing

This policy also covers your vehicle when you are paid for carrying passengers for social reasons or similar, as long as:

- Your vehicle is not built or adapted to carry more than eight passengers (not including the driver)
- The passengers are not being carried as part of a business of carrying passengers; and
- You do not profit from the total amount of money you are paid for the journey.

If you have any doubts as to whether or not any car sharing you have arranged is covered by this policy, please contact us or your insurance intermediary immediately.

General Policy Conditions (continued)

10. Changing your details

You must tell **us** immediately about any changes that may affect this **policy** cover. Here are some of the changes **you** should tell **us** about:

- a. A change of vehicle or the purchase of an additional vehicle
- b. A change of registration number
- c. Any changes that **you** make to **your vehicle** that alter it from the manufacturer's standard specification
- d. If **you** want to use **your vehicle** for a purpose that is not permitted in the **certificate of motor insurance**.
- e. If **you** become aware of any physical or medical condition of any driver which may affect their ability to drive
- f. If **you**, or any other driver covered by this **policy**, are convicted of any criminal or motoring offences including fixed penalty notices
- g. If **you** change **your** address or where **you** normally keep **your vehicle** overnight
- h. If **you** or any driver covered under this **policy** change occupation including any part-time work

This is not a complete list and **you** should contact **your** insurance intermediary if **you** are unsure whether a change of circumstances may affect this **policy**. When **you** tell **us** of a change of details **we** will reassess the premium and terms of this **policy** and **you** will be informed of any revised premium or terms and asked to agree before any change is made. To reduce costs **we** will not make small refunds or charge small additional premiums under £15.00 for the period from the date of the change to the renewal date of this **policy**. In some circumstances **we** may not be able to continue this **policy** following the changes, where this happens **you** will be told and this **policy** will be cancelled in line with the provisions of General Condition 4.

11. Rights of Third Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. Automatic Renewal

If **you** pay **your** premium by the Home and Legacy Premium Instalment Plan **we** will automatically renew this **policy**. This saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before this **policy** expires with full details of next year's premium and terms. **We** will also issue **you** with a new **certificate of motor insurance**. If **you** do not want to renew this **policy**, simply return the **certificate of motor insurance** issued with **your** renewal notice to **your** insurance intermediary with clear instruction that **you** do not wish to renew.

If the **certificate of motor insurance** is returned after the renewal date, this **policy** will be cancelled in line with the provisions of General Condition 4.

If **we** decide not to renew this **policy** **we** will notify **you** in writing prior to the renewal date.

13. Dual Insurance

If there is another insurance in force covering the same loss, damage or liability as this insurance, **we** will only pay any amount above that provided by the other insurance. This condition does not make **us** responsible for any amount **we** would not otherwise have paid under any section of this **policy**. **We** reserve the right to claim back any costs that are recoverable from a third party.

14. Reasonable Care

You must take all reasonable steps to keep **your vehicle** in a roadworthy condition at all times and protect it from loss or damage. **You** must lock and secure **your vehicle** when **you** leave it, keep **your** keys safe and leave **your** personal items in the boot when it is not in use. **We** can examine **your vehicle** at any reasonable time.

15. Assignment

This insurance does not give rights to any person other than **you** unless **we** say differently elsewhere in this document.

16. Abandonment

You cannot abandon property to **us** or a third party without **our** prior written consent.

General Policy Conditions (continued)

17. Claims Procedure

- After any **incident** that could lead to a claim being made against this **policy**, **you** must tell **us** immediately by calling the **Home & Legacy Helpline**. If the **incident** involves theft, attempted theft or vandalism **you** must also report this to the Police as soon as the **incident** is discovered.
- After an accident **you** must take all reasonable precautions to protect **your vehicle** and its **accessories and spare parts**. **You** must contact **us** so that **we** can arrange to collect **your vehicle** and take it to the agreed repairer. **We** will not pay for any further damage that **you** cause through trying to drive **your vehicle**. If **we** recommend an approved repairer to **you** there is no need to get an estimate for the work but if **your** own chosen repairer is used then **you** must send **us** an estimate. **We** will at **our** option choose to inspect **your vehicle** before repairs are authorised. **We** will not be responsible for the cost of any work carried out or parts used without **our** authorisation. If **we** think that the estimate is unreasonable **we** may choose to negotiate a lower estimate, pay **you** the cash equivalent of the price **we** consider reasonable or move **your vehicle** to another repairer. **We** have the right to move **your vehicle** to a place of safe storage without asking **you** first.
- **You** must send **us** any letters, writs, claim forms or summons as soon as **you** receive them. Do not answer any letters, send them straight to **us**. **You** must tell **us** if **you** know about any prosecutions or notice of intent to prosecute anyone covered by this insurance. If **you** have an accident **you** must not admit to anyone else that it was **your** fault or negotiate or refuse any claim unless **you** have **our** permission.
- **You** must not pay or offer or agree to pay money or admit liability or settle any claim without **our** permission. **We** can in **your** name take over and defend or settle a claim and/or take proceedings at **our** own expense and benefit to recover any payment **we** have made under this **policy**.
- **You** must co-operate with **us** at all times.

