

**contact** For further information about Home & Legacy Premier 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](http://www.homeandlegacy.co.uk)

**PREMIER MOTOR**  
policy wording



*home  
& legacy*

Home & Legacy Premier Motor insurance is administered by Home & Legacy Insurance Services Limited. Home & 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 & 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](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

ACPERHL1413 11.11

**Useful numbers**

Home & Legacy Insurance Services Ltd

0844 893 8360

0844 893 8386 (Fax)

Home & Legacy Helpline

0845 077 0810 (within UK)

0044 1925 428193 (outside UK)

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## **About Home & 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 for our joint protection, training and/or monitoring purposes.



# Introduction

Home & Legacy Premier Motor Insurance is administered by Home & Legacy Insurance Services Limited who act on behalf of the insurers. Home & 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 & 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](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

# Contract of Insurance

This policy is a contract of insurance between **you** and the **insurer**.

The following elements form the contract of insurance between **you** and the **insurer**; please read them and keep them safe:

- Policy booklet, which details the cover provided and the Exclusions and Conditions which apply
- Information contained on your application and/or statement of facts document issued by the **administrator** which confirms the information that **we** have been provided by **you** or your representative
- **Schedule**
- Any **clauses** shown on your **schedule**
- **Certificate of motor insurance**
- Changes to your policy contained in notices issued by the **administrator** at renewal.

In return for **you** paying your premium, the **insurer** will provide the cover shown in the **schedule** for any accident, injury, loss, damage or incident that happens within the **territorial limits** during the **period of insurance**.

The **insurer's** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Your Policy

Your Home & Legacy Premier Motor policy cover comes complete with a premier service. A dedicated first-class service, with claims settled quickly and without any hassle. And a service that looks after your lifestyle as much as **your car**, offering a level of support above and beyond what you'd find with standard cover.

## How long does my Home & Legacy Premier Motor insurance run for?

The policy will remain in force for 12 months from the date of commencement or renewal or as otherwise shown on your **schedule**.

**You** should review the level of benefit that **you** have chosen on a regular basis to make sure that it is sufficient to cover your needs.

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

## Changes we need to know about

Please tell **Home & Legacy** or your insurance intermediary immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other facts noted within the Statement of facts and your **schedule** - for example a change to the persons insured or to be insured, motoring convictions of any of the persons insured or to be insured, a change of vehicle, any vehicle modifications, conversion or a change in the way that the vehicle is used.

If **you** are in any doubt, please contact **Home & Legacy** or your insurance intermediary.

When **Home & Legacy** is notified of a change they will tell you if this affects your insurance, for example whether the **insurer** is able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy. If the **insurer** is not told about a change it may affect any claim **you** make.

## Choice of law

The law of England and Wales will apply to this contract unless:

1. **You** and the **insurer** agree otherwise; or
2. At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Your duty to prevent loss or damage

**You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. **You** shall maintain **your car** in a roadworthy condition and allow **us** at all times to have free access to examine **your car**.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

## Telephone call recording

For **our** joint protection telephone calls may be recorded and/or monitored.

## Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **Home & Legacy** or your insurance intermediary.

# Cancellation Rights

## **Cancelling your policy within the first 14 days**

We want **you** to be happy with your policy. If, having examined your insurance documentation, **you** decide not to proceed, **you** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover.

**You** can exercise your right to cancel by returning the **certificate of motor insurance** to the insurance intermediary through whom **you** arranged your insurance or to Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, Bucks MK9 2LA.

For your cancellation rights outside the statutory cooling-off period, please refer to page 26 of the General Conditions section of your policy.

## **Additional covers - refund of premiums**

If **you** have purchased additional cover options with this policy, a refund will not be available on those additional covers unless your insurance has not commenced, or **you** remove these or cancel within the 14-day statutory cancellation period.

# 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 **insurer**.

## Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the **insurer**, 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 **insurer's** 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 **insurer** 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 **insurer** (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 **insurer** may search files made available to them by credit reference agencies who may keep a record of that search. The **insurer** 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 **insurer** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the **insurer**, 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 **insurer** 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 **insurer** or their agents.

## Fraud Prevention and Detection

In order to prevent and detect fraud the **insurer** 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.

The **insurer** 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 the **Home & Legacy** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.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 car**, **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. **You** should send all letters and correspondence relating to an incident to **us** or your insurance intermediary without replying to it.
4. **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 car** to another repairer. **We** have the right to move **your car** to a place of safe storage without asking **you** first.
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.

In Spain **you** need special cover, known as a bail bond and this is printed on page 2 of your **certificate of motor insurance**. This bail bond is usually enough to prevent **your car** being impounded in Spain after an incident.

## Excess

Your policy excludes the following:

Standard excess	£250
Additional young driver excesses for accidental damage claims are in addition to the standard excess:	
• Aged 20 or under	£250
• Aged 21 to 24	£150
Glass excess	£100
Additional excess whilst driving another person's car	£1,000

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

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

# Additional Policyholder Services

## Legal Helpline

The **administrator** has 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**.

## Identity Protection Helpline

If **you** have become a victim of identity theft or require information on protecting your identity, the **insurer's** professional advisers can offer detailed guidance and advice.

So whether **you** are worried about the **theft** or loss of your registration number or an unexpected call from the authorities regarding a motor vehicle related crime which **you** haven't committed, such as a speeding fine or a parking ticket, contact the **insurer's** team of experts.

**You** will be provided with up-to-date information on protecting yourself from identity theft, warning signs and prevention tips, and advice on what to do if **you** become a victim of identity theft.

**To contact the Identity Protection Helpline, please call 0800 0511 703 between the hours of 8.00am – 8.00pm, 7 days a week.**

## Physiofast

This unique service is available to care for **you** as well as **your car**. Physiofast cover gives **you** and your passengers access to immediate professional chartered physiotherapy advice regardless of who is at fault for the accident.

An independent supplier of professional physiotherapy services, who provides physiotherapy treatment for injuries sustained in a road traffic accident, in **your car** and reported to **us**, supports this service. Treatment will be given provided the chartered physiotherapist believes such treatment will benefit your recovery.

The cost of an initial assessment session and up to eight additional treatment sessions is covered.

The chartered physiotherapist will continue treatment until **you** and/or your passengers have returned to pre-accident health, or the cover limitation under the policy has been reached.

## Initial appointment

At the initial appointment the physiotherapist will complete an assessment of your condition and submit a report, which will include recommendations for your first treatment programme if appropriate. There may also be some treatment at the first appointment.

**You** will be asked to sign a patient authority form, which enables the physiotherapist to examine and treat **you**, as well as share the treatment reports with the supplier, the **insurer** and your GP.

## Your programme of physiotherapy

Having reviewed the chartered physiotherapist's recommendations, the supplier will be able to authorise your appropriate treatment programme within your policy limits.

If **you** are unable to attend any appointment with the chartered physiotherapist, it is important **you** give at least 24 hours' notice to avoid a possible reduction in your remaining entitlement.

The expert clinician will contact **you** regularly during your programme to provide ongoing support and advice.

## Once treatment is complete

The bill and final physiotherapy report will be sent to the **insurer** and your GP so your medical records are kept up to date. The **insurer** will settle the bill directly with the supplier.

# 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. If **we** have not sorted out the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service\*.

Should **you** wish to make a complaint please contact:

The Customer Satisfaction Manager  
Home & Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes MK9 2LA

Telephone: 0844 893 8360

Fax: 0844 893 8386

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If the complaint is about the service **you** have received from **Home & Legacy** they 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 your complaint relates to the service provided by your insurance intermediary, **Home & Legacy** will pass the details on to them and will monitor the progress of their investigations.

Complaints which the **insurer** is required to resolve will be passed on to the **insurer** by **Home & Legacy** who will notify **you** when they have done this. Complaints passed to the **insurer** will be handled in accordance with the **insurer's** complaints handling procedure. The **insurer** will send **you** a copy of their procedure when they acknowledge **your** complaint.

If, after following **our** complaints procedure **you** are still dissatisfied, **you** can refer the matter to the Financial Ombudsman Service (FOS).

\* The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 08000 234 567 free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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

The Ombudsman will only consider your complaint if **you** have already given **us**, your insurance intermediary or **Home & Legacy** the opportunity to resolve it.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect your legal rights.

## Financial Services Compensation Scheme

The **insurers** are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from this scheme if the **insurers** cannot meet their liabilities. Further information about compensation scheme arrangements is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Phone: 0800 678 1100 or 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Definitions

Wherever the following words or phrases appear in **bold**, they will have the meanings described below:

## Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems, providing they are permanently fitted to **your car** and have no independent power source.

## Administrator(s)

- Home & Legacy Insurance Services Limited, who administer this insurance on behalf of the **insurer**, 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, register number 311883.

## Certificate of Motor Insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars.

The **certificate of motor insurance** does not show the cover **you** have.

## Clause

Changes in the terms of your policy. These are shown in your **schedule**.

## Excess

The amount **you** will have to pay towards any claim.

## Family Member

The partner, civil partner, husband or wife, son, daughter or relative of the policyholder, who lives at the same address as **the policyholder**.

## Fire

**Fire**, self ignition, lightning and explosion.

## Home & Legacy

Home & Legacy Premier Motor Insurance is arranged by Home & Legacy Insurance Services Limited. Home & 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 & 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](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

## Home & Legacy Helpline

The **Home & 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.

## Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required by law to drive in that country.

## Ignition Keys

Any key, device or code used by **you** to secure, gain access to, and enable **your car** to be started and driven.

## Indemnity

The amount **we** will pay **you** for loss or damage sustained.

## Definitions (continued)

### Insurer

The underwriters who provide this insurance:

- **Sections 1–19**  
Aviva Insurance Limited, Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH, United Kingdom. Authorised and regulated by the Financial Services Authority, register No. 202153.
- **Section 20**  
UK General Insurance Limited on behalf of Inter PartnerAssistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No. FC008998. UK General Insurance 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](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234. Inter PartnerAssistance is a branch of Inter PartnerAssistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by l'Autorité des Services et Marchés Financiers 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 Holding Irish Branch, 13 - 17 Dawson Street, Dublin 2, Ireland. Europ Assistance Holding Irish Branch is authorised and regulated by the Financial Services Authority, register number 311883.

### Loss of any Limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

### Market Value

The cost of replacing **your car** with one of the same make, model, specification and condition.

### Personal Belongings

Personal property within **your car** including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **your car**.

### Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Schedule

The document which gives details of the cover **you** have.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

### Theft

Theft, attempted **theft** or taking **your car** without your consent.

### The Insured/You/Policyholder

The policyholder named in the **schedule**.

### We/Us/Our

The **insurer**.

### The Period of Insurance

The period of time covered by this policy, as shown in the **schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

### Your Car

Any motor vehicle described in the **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to **you** and remains effective. Any motor vehicle loaned to you, or a permitted driver shown on your **certificate of motor insurance**, by a supplier **we** have nominated following a claim under the policy. Any motor vehicle loaned to **you**, or a permitted driver shown on your **certificate of motor insurance**, for up to seven days by a garage, motor engineer or vehicle repairer, while the motor vehicle described on your **schedule** is being either serviced, repaired or having an MOT test.

### Your Partner

The husband or wife of the **policyholder** or the **policyholder's** domestic or civil partner living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

# Cover for Your Car

The **insurer** for Sections 1- 19 is Aviva Insurance Limited, Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH, United Kingdom. Authorised and regulated by the Financial Services Authority, register No. 202153.

## Section 1

### Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** may:

- pay for **your car** to be repaired;
- replace **your car**; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in your private garage.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

If **you** cannot drive **your car** as a result of damage insured under this policy, **we** will pay the reasonable costs of:

- protecting **your car** and removing it to the nearest approved repairers; and
- delivering **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

If **we** know that **you** are still paying for **your car** under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. **Our** liability under this policy will then end for that claim.

### Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man the **insurer** can arrange for the protection and removal of **your car** to the nearest repairers. In the event of an accident ring the **Home & Legacy Helpline** on 0845 077 0810 (for claims abroad call 0044 1925 428193) and the **insurer** will arrange for the following at no additional cost:

- someone to come out and help

If **your car** cannot be made roadworthy immediately it will be taken to **insurer's** nearest approved repairer. **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**.

This rescue service also applies when an accident occurs in the Republic of Ireland – call the **Home & Legacy Helpline** on 0044 1925 428193.

- the onward transmission of any messages on your behalf to a member of your family or a friend.

In providing accident recovery assistance the **insurer** will use reasonable care and skill when providing the service.

The **insurer** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impractical.

### New car replacement

**We** will replace **your car** with a new car of the same make, model and specification (subject to availability within the UK) if, within 24 months of **you** or **your partner** buying **your car** from new:

- the cost of repairing any damage covered by the policy is more than 60% of **your car's** list price (including car tax and VAT) when **you** bought **your car**; or
- **your car** is stolen and not recovered.

**We** will only replace **your car** if:

- **you** or **your partner** own **your car** or are buying it under a hire purchase agreement (not a leasing, contract hire agreement, or other type of agreement where ownership of **your car** does not pass to **you**);
- the hire-purchase company agrees; and
- **you** or **your partner** is the first registered keeper of **your car**.

### Hire car

If **your car** is lost, stolen or damaged and cannot legally be used, **we** will provide:

- a) a Mercedes C Class hire car, or equivalent, for the duration **your car** is being repaired. Where **your car** is stolen and not recovered, cannot be repaired or is being replaced under new car replacement, **we** will provide a Mercedes C Class hire car, or equivalent until **your** claim is settled subject to a maximum of 21 days; or
- b) a replacement hire car of as similar to **your car** as is reasonably possible, for the duration of repair subject to an overall maximum cost of £4,000 (including VAT). Where **your car** is stolen and not recovered, cannot be repaired or is being replaced under new car replacement, **we** will provide a replacement hire car as similar to **your car** as is reasonably possible until your claim is settled, subject to a maximum of 21 days, and an overall maximum cost of £4,000 (including VAT).

## Cover for your car (continued)

We will only provide a hire car under this section in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (for hire car provision within the **territorial limits**, outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, please refer to Section 21 European Breakdown Cover).

### Excesses

The **excesses** shown in this paragraph will apply as well as any other **excess** for damage claims while the person driving **your car** is:

### Excess amount

- A. Aged 20 or under – £250
- B. Aged 21 to 24 – £150

### Glass

If **you** are only claiming for loss of or damage to the glass in **your car's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excesses** set out above will not apply. **You** will, however, have to pay the first £100 of the cost of glass replacement.

This excess for glass:

- will not apply when the glass is repaired rather than replaced
- overrides any other general excess that would otherwise apply to glass claims.

### Exclusions to Section 1 of your policy

Your policy does not cover the following:

1. loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
2. loss or damage arising from **theft** whilst the **ignition keys** of **your car** have been left in or on **your car**.
3. damage to tyres by braking or by punctures, cuts or bursts.
4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. loss of value following repair.
6. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

## Section 2

### Liability to third parties

#### Your liability

We will cover **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

- a) another person's death or injury;
- b) damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and up to £5,000,000 for claimant's costs and expenses. Any other costs and expenses incurred with **our** written consent in relation to damage to their property as a result of an accident caused by:
  - **your car**;
  - any other car driven by **you** or your partner in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that your **certificate of motor insurance** indicates that **you** can drive such a vehicle;
  - any trailer while it is being towed by **your car**.

#### Liability of other persons driving or using your car

On the same basis that **we** cover **you** under this section, **we** will also insure the following persons:

- any person **you** give permission to drive **your car**, provided that your **certificate of motor insurance** allows that person to drive **your car**;
- any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of **your car**;
- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that the **insurer** shall not be liable where:
  - the vehicle belongs to or is hired by such employer or business partner;
  - the insured is a corporate body or firm.

## Cover for your car (continued)

### Legal personal representatives

In the event of the death of anyone who is insured under this section we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

### Legal costs

We will pay the following legal costs if they relate to an incident which is covered under this section:

- the fees of solicitors we ask to represent anyone insured under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction
- fees for legal representatives we ask to defend anyone insured under this section when proceedings are taken for manslaughter or reckless or dangerous driving.

### Duty of Care – driving at work, legal costs

We will pay:

- your legal fees and expenses incurred with their written consent for defending proceedings including appeals;
- costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
  1. Health and Safety at Work etc Act 1974;
  2. Health and Safety at Work (Northern Ireland) Order 1978;
  3. Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide **indemnity**:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with any business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**;
3. in respect of proceedings which result from any deliberate act or omission by you;

4. where **indemnity** is provided by another insurance policy.

The limit of **indemnity** in respect of such legal fees, expenses and costs are:

- Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000.
- Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

### Exclusions to Section 2 of your policy

The cover under this section will not apply in the following circumstances:

1. If any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the **insured person** can claim under another policy.
2. If the death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless the **insurer** must provide cover under the **Road Traffic Acts**.
3. For anyone we cover who claims under this section if the claim relates to loss or damage to property that belongs to them or is in their care.
4. If the damage being claimed for has happened to any vehicle covered by this section.
5. While any vehicle is being used on:
  - that part of an aerodrome or airport used for aircraft taking off and landing
  - aircraft parking areas including service roads
  - ground equipment parking areas; or
  - any parts of passenger terminals within the Customs examination areaunless we are liable under the **Road Traffic Acts**.
6. Except to the extent that we are obliged by the **Road Traffic Acts** to provide insurance to:
  - a) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
    - the use or threat of force and/or violence;

## Cover for your car (continued)

- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear, chemical, biological and/or radiological means; when any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes;
  - any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.
- b) In respect of terrorism, where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, and for which cover is provided under this section, will be:
- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
  - such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

### Section 3

#### Injury to you or to your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your car**, or while getting into, out of or travelling in any other private car not belonging to **you** or hired to **you** under a hire purchase agreement, the **insurer** will pay to the injured person £15,000 if, within three months of the accident, the injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes;
- **loss of any limb**.

The most the **insurer** will pay any one person after any accident is £15,000.

The most **we** will pay any one person during any one **period of insurance** is £30,000.

If **you** or **your partner** has any other policies with **us** in respect of any other car or cars, the injured person will only be able to obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

#### Exclusions to Section 3 of your policy

This personal accident insurance does not cover:

1. corporate bodies or firms;
2. death or bodily injury arising from suicide or attempted suicide.

### Section 4

#### Medical expenses (Including PhysioFast and Driver Confidence Training)

If **you**, or any other person in **your car**, are injured as a direct result of **your car** being involved in an accident, **we** will pay the medical expenses arising in connection with that accident.

The most **we** will pay for each injured person is £500. This includes a maximum amount of £400 per person for treatment from a chartered physiotherapist insurer(s) have appointed to help with your recovery.

**We** will pay for a driver confidence session of two hours (including travelling time) with a professional driving instructor **we** have appointed for the person driving **your car** at the time of the accident.

The cover under this section applies irrespective of fault.

#### Exclusions to Section 4 of your policy

1. **We** will only cover treatment approved and provided by a chartered physiotherapist they appoint under this section of the policy.
2. Treatment will end when **you** have returned to your pre-accident condition or the limit under this section has been reached, whichever happens first.
3. **We** will only cover a driver confidence session with an approved instructor they appoint under this section of the policy.
4. Driver confidence is limited to one session per accident. The person driving must be entitled to drive as shown on your **certificate of motor insurance**.

## Cover for your car (continued)

### Section 5

#### Personal belongings

We will pay **you** (or, at your request, the owner) for loss or damage to **personal belongings** caused by **fire, theft** or an accident while they are in or on your car.

The maximum amount payable for any one incident is £500.

**You** can only make a claim under this section when **you** are also claiming under Section 1 - Loss of or damage to your car.

Where the loss or damage arises from **fire, theft** or malicious damage, an excess of £100 applies unless **your car** is in a locked garage at the time of the incident. Where this **excess** applies and there are simultaneous claims for loss or damage arising from **fire, theft** or malicious damage under other sections of the policy, all such claims will be combined and only one **excess** applied.

The cover under this section applies irrespective of fault.

#### Exclusions to Section 5 of your policy

We will not pay for:

1. money, stamps, tickets, documents or securities;
2. goods or samples carried in connection with any trade or business;
3. any **personal belongings** if **your car** is a motor caravan/mobile home.

### Section 6

#### Child seat cover

If **you** have a child seat fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** we will contribute up to £500 per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim under Section 1 of your policy.

### Section 7

#### Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### Section 8

#### Emergency treatment

We will refund payments any person using any car covered by this policy has made under the **Road Traffic Acts** for emergency treatment. If **we** make a payment under this section, this will not affect your no-claim discount.

### Section 9

#### No-claim discount

If **you** do not make a claim under your policy, **the administrator** will increase your no-claim discount when **you** renew your policy in line with the scale **we** apply at that time.

We do not grant no-claim discounts for policies running for less than 12 months.

If **we** allow **you** to transfer this policy to another person, any no-claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

### Section 10

#### No-blame discount

If **your car** is lost, stolen or damaged your no claim discount will not be affected in the event of a claim under your policy providing:

- **we** are satisfied **you** or the driver of **your car** were not to blame in part or in full for the loss or damage occurring; or
- the loss or damage was caused by another motorist who was uninsured at the time of an accident occurring.

### Section 11

#### Glass in windscreens, sunroofs or windows

Any payment **we** make for repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) will not affect your no-claim discount.

## Cover for your car (continued)

### Section 12

#### Suspending cover

If **your car** will be out of use for a continuous period of 28 days or more, and this is not a result of any loss or damage covered by this policy, **we** may suspend your cover and refund part of your premium for the laid-up period.

The **administrator** will pay this refund when **you** ask for the cover to start again. If **you** want the **insurer** to suspend your cover, **you** must return your **certificate of motor insurance** to your insurance intermediary or the **administrator** immediately.

During the period when cover is suspended, the **insurer** will continue to provide cover for loss or damage caused by **fire** or **theft** while **your car** is in a locked private garage.

A refund of premium is not allowable under a policy where the total period of cover is less than 12 months.

The cover is not available if **your car** is a motor caravan/mobile home.

#### Exclusions to Section 12 of your policy

**We** will not pay for the following:

1. loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages;
2. loss of value following a repair;
3. loss or damage arising from **theft** while the **ignition keys** of **your car** have been left in or on **your car**.

### Section 13

#### Continental use/compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union;
- any country which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

- **your car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your car** into any country within the **territorial limits**, subject to your liability arising as a direct result of a claim covered under this policy;
- general Average contributions, Salvage charges and Sue and Labour charges whilst **your car** is being transported by sea between any countries within the **territorial limits**, provided that **your car** is covered for loss or damage under this policy.

#### If you take your car abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross-border travel.

Your **certificate of motor insurance** should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

There is no cover for countries outside the **territorial limits**. The **insurer** may, however, be prepared to extend cover to certain places by special request, in which case the **insurer** will provide **you** with a **Green Card** and an additional premium will be required.

## Cover for your car (continued)

### Section 14

#### Replacement locks

If your **ignition keys** are lost or stolen, **we** will pay for the cost of replacing:

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

Provided that **you** can establish to **our** satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of your **ignition keys**.

Your no-claim discount will not be disallowed solely as a result of a claim under this section.

### Section 15

#### Driving another vehicle – accidental damage

This section operates if **you** have selected driving another vehicle cover as indicated in your **schedule**.

The same cover as shown in Section 1 applies to any other car driven by **you** or **your partner** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** have the owner's permission, the vehicle does not belong to **you** or a **family member**, is not furnished or available to **you** for regular use, and provided that your **certificate of motor insurance** indicates that **you** can drive such a vehicle.

The most **we** will pay is £75,000.

#### Excess

An **excess** of £1,000 will apply to any claim.

#### Exclusions to Section 15 of your policy

1. New car replacement benefit under Section 1 does not apply.
2. Hire car benefit under Section 1 does not apply.
3. If **we** have agreed to suspend cover as set in Section 12.

### Section 16

#### Cherished number plates

**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 following a total loss claim under Section 1 (Loss of or Damage to Your car).

#### Exclusions to Section 16 of your policy

**We** will not pay for:

Any loss of value of a cherished registration or any loss of entitlement through non-application or renewal of the retention service for whatever reason.

### Section 17

#### Car jacking

**We** will pay up to £5,000 towards your costs for medical expenses, trauma counselling or other associated expenses if **you** suffer a physical assault as a direct result of an aggravated theft or aggravated attempted **theft of your car**.

This is the most **we** will pay for any one incident irrespective of the number of people involved in that incident.

#### Exclusions applying to Section 17 of your policy

**We** will not pay for:

1. Any incident not reported to the police within 7 days of occurrence.
2. Any incident that occurs outside of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
3. Any incident if the assailant is known to or is a **family member** of the victim.

### Section 18

#### Road rage

**We** will pay **you** up to £5,000 towards your costs for medical expenses, trauma counselling or other associated expenses if **you** suffer a physical assault as a direct result of an accident involving **your car**.

This is the most **we** will pay for any one incident irrespective of the number of people involved in that incident.

## Cover for your car (continued)

### Exclusions applying to Section 18 of your policy

We will not pay for:

1. Any incident proven to be initiated by **you**.
2. Any incident not reported to the police within 7 days of occurrence.
3. Any incident that occurs outside of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
4. Any incident if the assailant is known to or is a **family member** of the victim.

## Section 19

### Hospital expenses

We will pay up to £1,000 for hospital expenses incurred by **you** and a **family member** who is injured as a result of an incident covered by this policy who has to stay in hospital for more than 24 hours.

### Exclusions applying to Section 19 of your policy

We will not pay for:

1. Expenses incurred as a result of an incident while **you** are on a motorcycle.

## Section 20

### Motor Legal Expenses

The **insurer** for this section is UK General Insurance Limited on behalf of Inter Partner Assistance.

The insurance for this section is administered on behalf of the **insurer** 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.

### Definitions applying to Section 20

The following definitions apply in addition to the definitions stated on pages 10 and 11 which apply to the whole policy. In the event of a conflict between a definition in this Section 20 and a definition elsewhere in this policy booklet, the definition in this section will apply to this section only.

### 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.

### Incident

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

### Legal Representative

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

### Motor Legal Expenses – What is covered

We will cover **you** for:

- 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 car**.
2. Damage to **your car**.
3. Damage to property which **you** own or are legally responsible for and which is in or on **your car**.

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 car**.

## Cover for your car (continued)

### c) Motor Contract Cover

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:

- Buy, hire or sell **your car** or its **accessories** and spare parts; and
- Service, repair or test **your car**.

### Special Conditions applying to Section 20(b) and Section 20(c) of your policy

We will only provide cover under Sections 20(b) and 20(c) if:

1. You entered into the contract within the **territorial limits**.
2. The dispute started within the **period of insurance**.
3. Any legal action is brought within the **territorial limits**.
4. The claim will be decided by a court within the **territorial limits**.

### Exclusions applying to Section 20 of your policy

We will not pay for:

#### a) Uninsured Loss Recovery

- **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 any other section of this policy.
- A claim that occurred outside of the **territorial limits**.
- Disputes between you and us.
- **Costs** that the 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

Any **costs** arising from criminal proceedings being brought against you for the following offences:

1. Parking offences for which you do not get points on your driving licence

2. Driving while under the influence of drink or drugs
3. Manslaughter
4. Death caused by reckless or dangerous driving
5. Death caused by reckless or dangerous driving while under the influence of drink or drugs.

### c) Motor Contract Cover

We will not pay any **costs** arising from:

- Any **incident** 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 £1,000 for buying, selling or hiring **your car** or £250 for servicing, repairing or testing **your car**;
- A dispute over the amount of money or other compensation due under any insurance policy;
- **Your car** if it is more than 15 years old.

### Conditions that apply to Section 20 of your policy

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 that apply to the whole policy.

#### You must do the following:

1. Give the **administrator** 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.

## Cover for your car (continued)

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 **us** will share the **costs**.

## Section 21

### European breakdown cover

The **insurer** for this section is Europ Assistance Holding Irish Branch. 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 Holding Irish Branch, Registered Office: 13-17 Dawson Street, Dublin 2, Ireland.

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

### Definitions applying to this Section

The following definitions apply in addition to the definitions stated on pages 10 and 11 which apply to the whole policy. In the event of a conflict between a definition in this Section 21 and a definition elsewhere in this policy booklet, the definition in this section will apply to this section only.

### We, us, our

Europ Assistance Holdings Limited.

### You, Your

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

### Breakdown

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

### Incident

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

## Cover for your car (continued)

### Market Value

The cost of replacing **your car** 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.

### United Kingdom or UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands excluding Territorial and International waters.

### Your car

**Your car** and any caravan or trailer (including horse trailers) that is being towed with **your car**.

**We** will cover **you** for:

#### a) Emergency Assistance

In the event that **your car** 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 hour's 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 car**, if there is no other person in your party qualified and competent to drive, **we** will pay all necessary additional costs to return **your car** 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 car**.

#### d) Vehicle Recovery

If **your car** cannot be repaired at the scene or at a local garage within what **we** consider to be a reasonable time, **we** will:

- i) Arrange to take **you** and **your car** to a destination of your choice within the UK.

Or

- 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 car**.

Or

- iii) Arrange travel to and bed and breakfast accommodation in a local hotel for **you** whilst **you** are awaiting repairs to your car. **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**.

#### e) Repatriation

If **your car** 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:

The cost of transporting **you** and your luggage to your home address as shown on your **schedule**.

The cost of transporting **your car** 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 car** from abroad once it has been repaired.

Up to £200 for storing **your car** while it is abroad.

## Exclusions applying to Section 21 of your policy

**We** will not pay for:

#### 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.

#### d) Recovery of your car

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;

## Cover for your car (continued)

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.

### e) Repatriation

- Trips solely within the UK
- Repatriation of vehicle occupants injured in an accident involving **your car**
- An amount greater than the **market value** of **your car**.

### Special Exclusions applying to Section 21 of your policy

1. **Your cars** which have not been maintained and operated in accordance with the manufacturer's 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 car's** removal.
5. Vehicles being used for hire or reward, motor racing, (whether against the clock or other competitors), rallies, speed or duration tests and track days, or practicing 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 car**.
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. An example of this would be the loss of wages as a result of an incident.
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 of your policy

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 the **insurer** has 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 car**.
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.

# General Exclusions

## General exclusions apply to the whole of your policy

Your policy does not cover the following:

1. any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - a) used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**; or
  - b) driven by any person other than anyone who is described under the section of your certificate of motor insurance headed 'Persons or Classes of Persons entitled to drive'.

We will not withdraw this cover:

- i) while **your car** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while **your car** is being parked by an employee of a hotel or restaurant or car parking service
  - ii) if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without your permission
  - iii) by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
  - c) any vehicle driven by **you**, unless **you** hold a licence to drive **your car** or have held a licence and are not disqualified from holding or obtaining such a licence.
  - d) any vehicle driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive **your car**, has never held one or is disqualified from holding or obtaining such a licence.
2. Any liability **you** have accepted in an agreement which **you** would not have had if that agreement did not exist.
  3. a) Loss or destruction of, or damage to, any property or any associated loss or expense, or any other loss; or
  - b) Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
  - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except so far as is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage (except under Section 2) arising during or as a result of: (a) an earthquake (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands, except where such liability is required to be covered by the **Road Traffic Acts**.
6. Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# General Conditions

## General conditions apply to the whole of your policy

### Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage (including glass damage), **you** or your legal personal representatives must telephone **us** giving full details of the incident.

Any communication **you** receive about the incident should be sent to **us** immediately.

**You** or your legal personal representatives must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident, or if there is to be an inquest or a fatal accident inquiry.

2. **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to **we** can take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim, or take proceedings for **our** own benefit to recover any payments **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
3. **You** must tell the police immediately if any property is lost, stolen or damaged.

### Other insurance

4. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay **our** share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon **us** to accept any liability under Section 2 which **we** would otherwise be entitled to exclude under Exclusion 1. to Section 2.

### Your duty to prevent loss or damage

5. **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. **You** shall maintain **your car** in efficient condition and the **insurer** shall have, at all times, free access to examine **your car**.

### Arbitration

6. Except for claims under Section 3, where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time.

When this happens, a decision must be made before **you** can take any legal action.

### Your duty to comply with policy conditions

7. **Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

### Fraud

8. If any claim is in any way fraudulent, or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

### Mileage

9. **We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven.

If **we** become aware that the annual mileage has been exceeded at the time of a claim, the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

### Car sharing and insurance

10. If **you** receive a contribution as part of a car sharing arrangement involving the use of any of **your car's** insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:

- **your car** is not constructed or adapted to carry more than 8 passengers (excluding the driver);
- the passengers are not being carried in the course of a business of carrying passengers;
- the total contributions received for the journey concerned do not involve an element of profit.

## General conditions (continued)

### Important

11. If **your car** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy, **you** should immediately contact the **administrator** for confirmation.

### Your duty to disclose information

12. It is your responsibility to provide complete and accurate answers to the questions **Home & Legacy** ask **you** when **you** take out your insurance policy, throughout the life of your policy, and when **you** renew your insurance.

Please note that if **you** fail to disclose any material information to **Home & Legacy** (these are facts that **we** would regard as likely to influence the assessment and acceptance of this policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

If **you** are unsure as to what facts would influence your policy please contact the insurance intermediary through whom **you** arranged your insurance or **Home & Legacy**.

### Payments made under compulsory insurance regulations and rights of recovery

13. If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### Direct right of access

14. Third parties may contact **us** directly in the event of an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

### Cancelling your Policy after the first 14 days

15. Following the expiry of your statutory cooling-off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered plus an administration charge to cover Home & Legacy's costs. The refund in premium will be calculated on a proportionate basis for the time for which **you** have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover Home & Legacy's costs will be £50 where cover has been provided for a single vehicle throughout the **period of insurance**; or £100 where cover is provided for more than one vehicle or has been provided for more than one vehicle during the **period of insurance** irrespective of the number of vehicles remaining on cover at the time of cancellation.

To exercise your right to cancel please contact the insurance intermediary through whom **you** arranged your insurance or Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, Bucks MK9 2LA.

**We** and/or your insurance intermediary can cancel your policy by sending **you** 7 days' notice in writing by Recorded Delivery to your last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered.



