

Notice for Prestige Motor Policyholders



Important changes to your cover from renewal

This notice must be read carefully as it gives information about changes to your insurance cover which applies from renewal.

This notice details a number of changes that are to be made to the terms of the **Prestige Motor policy wordings** with either version reference **ACPERHL1286 11.09** or **ACPERHL1286/1 10.10** whichever applies for your insurance. The changes will take effect from your renewal date.

Before you renew your policy, please make sure that the amended terms and conditions of the cover to be provided will continue to meet your needs. When you renew your insurance you are agreeing to accept the changes we have detailed.

As the changes detailed form part of your policy please keep them with your policy booklet for future reference.

Policy Booklet

If you would like to have an up to date copy of the **Prestige Motor policy wording version reference ACPERHL1286/2 04.11** with the changes incorporated, it can be downloaded from our website at www.homeandlegacy.co.uk. Alternatively, if preferred we can send a copy to you. Please email your request to info@homeandlegacy.co.uk or call us on **0844 893 8360**.

The changes are detailed below. We have indicated the location in the policy booklet where the change is to be applied and then provided a statement to explain the change. For some of the changes we have provided the replacement wording in full.

Page	Section	Change
4	Financial Services Compensation Scheme	<p>The wording of the section headed 'Financial Services Compensation Scheme' is re-stated:</p> <p>Financial Services Compensation Scheme 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. Information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at:</p> <p>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</p>
6	Customer Care	<p>The wording of the 'Customer Care' section is re-stated:</p> <p>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.</p> <p>If we have not sorted out the situation within eight 8 weeks we will provide you with information about the Financial Ombudsman Service*.</p> <p>Should you wish to make a complaint please contact: The Customer Satisfaction Manager, Home and Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, MK9 2LA. Telephone: 0844 893 8360, Fax: 0844 893 8386, Email: info@homeandlegacy.co.uk</p> <p>If the complaint is about the service you have received from Home and Legacy Insurance Services Limited 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.</p>

Page	Section	Change
6	Customer Care (cont.)	<p>If we find that your complaint relates to the service provided by one of our intermediaries we will pass the details on to them and will monitor the progress of their investigations.</p> <p>Complaints which the insurer(s) are required to resolve will be passed on by us to them. We will notify you where we do this, and monitor the progress of their investigations.</p> <p>Where the insurer is a Lloyd's syndicate you may also contact: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street; London, EC3M 7HA</p> <p>Using the complaints procedure above or referral to the Financial Ombudsman Service* does not affect your legal rights.</p> <p>* 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. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.</p> <p>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</p> <p>The Ombudsman will only consider your complaint if you have already given us, the intermediary or insurer the opportunity to resolve it.</p>
8	Definitions Insurer(s)	<p>Section 20 - Motor Legal Expenses</p> <p><i>The wording has been expanded to make it clear that the insurer of this section, Inter Partner Assistance, is a member of the Association of British Insurers.</i></p>
8	Definitions Insurer(s)	<p>Section 21 - European Breakdown Cover</p> <p><i>The details about the insurer for this Section of the cover have been corrected as re-stated:</i></p> <p>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.</p>
8	Definitions Territorial Limits	<p>Territorial Limits Definition</p> <p><i>The 'Territorial Limits' definition has been re-stated to reflect changes in legislation:</i></p> <p>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 8(1) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (2009/103/EC)</p>
25	Section 20 Motor Legal Expenses	<p>Section 20 - Motor Legal Expenses</p> <p><i>The wording of the first sentence is amended to make it clear that UK Underwriting is a limited company:</i></p> <p>This section is underwritten by UK Underwriting Limited on behalf of Inter Partner Assistance and administered by Lawshield UK Ltd.</p>

Page	Section	Change
28	Section 21 European Breakdown	<p>Section 21 - European Breakdown</p> <p><i>The first part of this section has been re-worded to correct the insurer's details and re-stated as below:</i></p> <p>This section is underwritten by Europ Assistance Insurance Limited. Benefits and services are provided by Europ Assistance Holding Irish Branch.</p> <ul style="list-style-type: none"> • 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.
30	Section 21 European Breakdown	<p>Section 21 - European Breakdown</p> <p><i>The Special Exclusion 5 related to this section of the cover has been deleted and replaced with the wording below. There is no cover for:</i></p> <p>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.</p>
30	Section 21 European Breakdown	<p>Section 21 - European Breakdown</p> <p><i>The Special Exclusion 8 that relates to this section of the cover has also been deleted and restated to provide you an example for clarity. There is no cover for:</i></p> <p>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 Insured Incident.</p>
36	General Exclusions Vehicle Use	<p>General Exclusions - Vehicle Use</p> <p><i>The wording of the 2nd bullet point has been amended to make it clear that the European Breakdown cover is provided under Section 21 of the policy.</i></p>
37	General Policy Conditions Condition 3	<p>General Condition 3 is re-stated:</p> <p>Cancelling your policy within the first 14 days</p> <p>We want you to be happy with your policy. If, having examined your insurance documentation, you decide not to proceed you may cancel the insurance, within 14 days of concluding the contract; or the day you receive your policy documentation if that is later.</p> <p>You can do this 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.</p> <p>If you choose to cancel the policy you will be entitled to a 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.</p> <p>If after 14 days you have not cancelled your policy, we will assume that you wish your policy to continue for the agreed period of insurance.</p>

Page	Section	Change
37	<p>General Policy Conditions</p> <p>Condition 4</p>	<p>General Condition 4 <i>General Condition 4 is re-stated:</i></p> <p>Cancelling your Policy after the first 14 days 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.</p> <p>If you cancel the policy outside the first 14 days you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered. As long as you have not claimed during the current period of insurance the amount of refund will be calculated on a proportionate basis for the time for which you have been covered based on the annual premium (subject to the deduction of Insurance Premium Tax).</p> <p>Where a claim or an incident which may give rise to a claim has occurred, the full annual premium may be payable to us.</p> <p>If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.</p> <p>We reserve the right to cancel your policy immediately in the event of non-payment of the premium or default by you under a monthly instalment plan.</p>
38	<p>General Conditions</p> <p>Condition 10</p>	<p>General Condition 10 - Changing your details</p> <p><i>The wording of this condition has been amended to make it clear that you will be entitled to a refund in premium if the insurer is not prepared to continue to provide insurance for you following notification of a change. The revised wording is as below:</i></p> <p>'.....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.</p> <p>If we cancel your insurance under these circumstances you will be entitled to a proportionate refund in premium paid based on the annual premium payable for any unused period of insurance (subject to the deduction of insurance premium tax at the appropriate rate)'</p>
38	<p>General Conditions</p> <p>Condition 12</p>	<p>General Condition 12, Automatic Renewal</p> <p><i>The wording of this condition has been amended in part for clarity. The last paragraph now reads:</i></p> <p>If the certificate of motor insurance is returned after the renewal date, this policy will be cancelled in line with the provisions of General Conditions 3 and 4.</p>

Insurance Premium Tax (IPT)

The IPT rate levied by HM Revenue & Customs (HMRC) was increased from 4th January 2011 and the standard rate is now 6%.

Continuous Insurance Enforcement Regulations

A new scheme is being introduced by legislation to make sure that all vehicles are insured and recorded on the Motor Insurers Database (MID) unless a Statutory Off Road Notification (SORN) has been made. All registered vehicle keepers must ensure that their vehicle has at least the statutory minimum third party motor insurance - failure to comply could result in a fine (fixed penalty notice), wheel clamping or court prosecution. You can check whether your vehicle is recorded on the MID at www.askmid.com