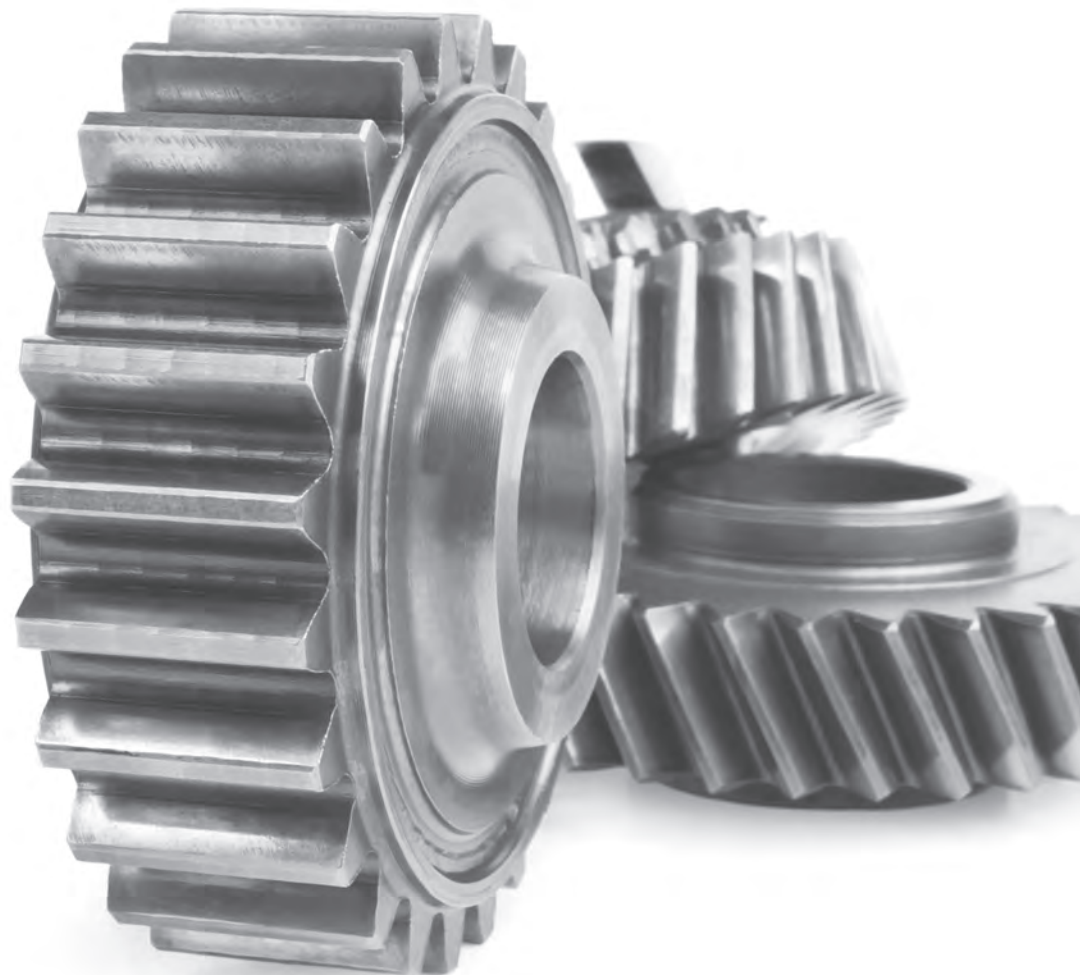


# Premier Motor

POLICY WORDING



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## ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No. 3007252. Authorised and regulated by the Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and 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.

# Welcome

Thank you for choosing Home & Legacy as the provider for your insurance. Welcome to your Premier Motor Insurance policy.

This policy document, along with your policy schedule, certificate of insurance and statement of facts, sets out everything you need to know about your Premier Motor Insurance. Please keep them together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage.

As you already know, we specialise in high net worth car insurance, but we also offer a range of home and landlord policies, as well as worldwide travel and building works insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill  
Managing Director  
Home and Legacy Insurance Services Limited

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England and Wales No. 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number 307523.

# Important advice information

## FOR GENERAL ADVICE

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact **Home & Legacy**.

Contact **Home & Legacy**:

From the UK                   **0344 893 8360**  
From overseas               **+44 (0)20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

## FOR LEGAL ADVICE & ASSISTANCE

Your policy includes access to The Specter Partnership to provide you with free legal advice, on a wide range of legal issues.

Contact The Specter Partnership:

From the UK                   **020 7251 9900**  
From overseas               **+44 20 7251 9900**

When you call The Specter Partnership state you are a **Home & Legacy** Motor Legal Expenses policyholder. You will then be asked for a brief summary of the problem.

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

This advice line does not provide or guarantee legal representation but should you wish to do so, you may appoint The Specter Partnership to represent you.

## FOR IDENTITY PROTECTION

If you have become a victim of identity theft or require information on protecting your identity, your policy gives you access to guidance and advice. Whether you are worried about the theft or loss of your registration number or receive 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 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.

Contact the Identity Protection Helpline

**0800 0511 703**

**Lines are open 8.00am–8.00pm, 7 days a week.**

## TO REPORT CLAIMS

Please have your policy number to hand when you call to report any claim.

For guidance on how to make a claim, please refer to page 4 and the General policy condition headed 'Your duty when you have a claim' on page 49.

Contact the **Home & Legacy** claim helpline

From the UK                   **0345 077 0810**  
From overseas               **+44 1925 428193**

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

Telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

# Making a claim – useful information

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:

**0345 077 0810** for calls made inside the UK

**+44 1925 428193** for calls made outside the UK

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

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

- 1 If you need to report the theft or attempted theft of your vehicle, you must report the incident to the police as soon as the incident is discovered and obtain a crime reference number.
- 2 You must not admit responsibility or make an offer of payment or compensation for any incident in which you are involved without **our** written permission.
- 3 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 vehicle to another repairer. **We** have the right to move your vehicle 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.

If possible take photographs, even on a mobile phone.

## INCIDENTS ABROAD

You may be asked to complete a European Accident Statement (Constat Amiable D' Accident Automobile) if you are involved in a road traffic accident within the EU.

Before signing the completed 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.

## CLAIMS UNDER SECTION 3 – MOTOR LEGAL EXPENSES

### Important information about reasonable prospects of success

If you submit a claim under section 3, at all times during your legal action reasonable **prospects of success** must exist in order for **us** to begin, and continue, providing cover under this policy.

In order for **us** to decide whether reasonable **prospects of success** exist **we** will seek the opinion of the legal representative. If **we** and the legal representative do not agree on whether reasonable **prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to your claim that **we** feel it is necessary to consult. If **we** believe that reasonable **prospects of success** do not exist **we** will end your claim.

# Things we need to tell you about

## THIS POLICY

Premier Motor policy cover is comprehensive and all sections apply unless your policy schedule shows endorsements saying otherwise. The cover **we** provide is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule and certificate(s) of motor insurance. These documents will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and certificate of motor insurance and covers you during that period.

## HOME & LEGACY

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number. 3007252, Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

## THE INSURER(S) & ADMINISTRATOR(S)

Section 1, Loss or damage to your vehicle, and section 2, Your liability to others, of this policy are underwritten by; Aviva Insurance Limited, Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 202153.

Section 3, Motor legal expenses is arranged by Lawshield UK Ltd and underwritten by Inter Partner Assistance SA (IPA). The **Home & Legacy** helpline is also administered by Lawshield UK Ltd.

Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group, is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority is available from **us** on request. Inter Partner Assistance SA financial services firm register number is 202664.

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

Section 4, UK and European breakdown cover is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

## WHAT OUR WORDS MEAN

In this policy document, many of the words and phrases used have a particular meaning. When you read them, **we** want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings are defined under the heading “What **our** words mean” (pages 16 to 20).

Throughout the entire policy document all reference to “**Home & Legacy**” means Home and Legacy Insurance Services Limited and reference to “**we, us** and **our**” within each section of this policy means the insurer(s) who underwrite the cover and/or the provider(s) of the services and the administrators and/or **Home & Legacy** acting as agent for the insurer(s).

Wherever these words are used throughout the entire policy document they will be highlighted in **bold** print.

## OUR AGREEMENT WITH YOU

Your policy is a legal contract between you and **us**.

When you first take out, make changes to, or renew your policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give **us** all of the information you are asked for. If you give **us** incorrect or incomplete information the wrong terms may be quoted, or **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

The following elements form the contract of insurance between you and **us**, please read them and keep them safe. **We** recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.



# Things we need to tell you about

## Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to **us** by you or your insurance intermediary;
- your policy schedule, which confirms; the cover **we** are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your vehicles; and any excesses that may apply;
- your certificate(s) of motor insurance;
- this policy document which details the cover **we** provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by **Home & Legacy** at renewal.

You need to keep all of these documents in a safe place, together with receipts, other evidence of ownership of your vehicle(s).

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

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell your insurance intermediary or **Home & Legacy**, if you do not use an insurance intermediary.

## THE COST OF THE INSURANCE

The insurance **we** provide is subject to you paying or agreeing to pay, the premium by the due date. To calculate your premium, **we** consider things such as:

- the level of cover requested;
- the type of vehicle(s);
- the age(s) of the driver(s) of your vehicle(s);
- the location(s) your vehicle(s) are kept at;
- the estimated annual mileage for your vehicle(s);
- the purpose(s) for which your vehicle(s) are used; and
- accident, claims and conviction history.

Generally, the greater the risk to **us**, the higher the premium will be. For example, a policy involving high claims experience or where your vehicle(s) are being driven an inexperienced driver(s) will have a larger premium than one where the claims experience is low or where your vehicle(s) are being driven by an experienced driver(s).

Your premium also takes into account **our** obligation to pay any taxes that are levied by HM Government, related to your policy.

**We** will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, **we** will provide the cover set out in this policy document for the cover applicable subject to any endorsements, as shown on your policy schedule.

Your policy ends at midnight on the last day of the period of insurance.

## THE RENEWAL OF THE CONTRACT OF INSURANCE

Each renewal of your policy represents a new contract of insurance.

If you tell **us** about a claim after **we** work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended or you may need to pay an extra premium.

The new contract begins on the date when you agree to renew your policy.

You will be covered for the period of insurance shown on your renewal policy schedule.

## NO CLAIM DISCOUNT ENTITLEMENT

**We** will give you a no claim discount as long as the insurance for your vehicle(s) has been in force for 12 months and that each renewal period is for a further 12 months.

If a claim is made under your policy which is not your fault **we** will not reduce your no claim discount entitlement.

If your renewal is due and our investigations into your claim are still ongoing **we** may reduce the no claim discount for your vehicle provisionally until our investigations are completed. If **we** then agree to restore your no claim discount **we** will refund any extra premium paid by you.

Third parties may claim directly against **us** as insurer in the event of an accident, involving your vehicle, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim subject to the terms and conditions of your policy. This may affect your no claim discount.

## ENSURING YOU HAVE CONTINUOUS COVER

If you are thinking of cancelling or not renewing with **us**, make sure you can get the alternative cover you need before your policy ends.

## REQUESTING A POLICY DOCUMENT

A further copy of this policy document will be sent to you upon request to your insurance intermediary or **Home & Legacy**; or can be downloaded from **Home & Legacy's** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

This policy document and other associated documentation can also be made available in large print, audio or Braille. If **you** need any of these formats please contact **Home & Legacy** on 0344 893 8360 who will be pleased to organise an alternative for you.

# Things we need to tell you about

## IF YOUR INFORMATION OR CIRCUMSTANCES CHANGE

You must tell your insurance intermediary or **Home & Legacy** as soon as possible if there are any changes to your circumstances which could affect your insurance.

**We** need to be told about any changes to the information shown on your most recent certificate of motor insurance, policy schedule or statement of facts documents or if the information shown is incorrect or incomplete. If **we** are not informed of any changes or corrections this may affect your ability to claim under the policy.

When you tell **us** of a change of details **we** will reassess the premium and terms of your policy, for example **we** may increase the compulsory excess. You will be informed of any revised premium or terms and asked to agree before any changes are made.

Please refer to the General policy condition, Change of circumstances and information on page 46 of this policy which sets out the circumstances and the type of information that you are required to tell **us** about.

In some circumstances **we** may not be able to continue your policy following the changes, where this happens you will be told and the policy will be cancelled in line with the provisions of the General policy condition, Our cancellation rights on page 48.

## IF YOU CANCEL YOUR POLICY WITHIN THE FIRST 14 DAYS (COOLING OFF RIGHTS)

You have a legal right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet started you will be entitled to a full refund of the premium paid. If you choose to cancel your policy and the insurance cover has already started you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of insurance **we** have provided, in which case the full annual premium may be payable to **us**.

If you cancel your cover, all sections of this policy will be cancelled.

You can exercise your right to cancel by contacting the insurance intermediary through whom you arranged your policy or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: **0344 893 8360** or if you are calling from overseas  
**+44 (0) 20 3118 7777**

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

If after 14 days you have not cancelled your policy, your policy will continue for the agreed period of insurance.

## IF YOU CANCEL YOUR POLICY AFTER THE FIRST 14 DAYS

You can cancel the policy at any time by telling **us** in writing, irrespective of your cooling off rights. If you do so, unless you have made a claim or an event has occurred which may result in a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered plus an administration charge to cover **Home & Legacy's** costs.

If you choose to cancel your policy you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

For Section 1 – Loss or damage to your vehicle and Section 2 - Your liability to others, the refund of premium plus Insurance Premium Tax, where applicable, will be calculated on a proportionate basis for the time for which you have received cover. For Section 3 – Motor legal expenses and Section 4 – UK & European breakdown **we** do not allow a refund of premium. An additional charge to cover **Home & Legacy's** administration costs will be deducted from any refund due. This charge 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 during the period of insurance irrespective of the number of vehicles remaining on cover at the time of cancellation.

If you cancel your policy after the first 14 days, cover under all sections of this policy will automatically be cancelled.

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.

You can exercise your right to cancel your policy by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777

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

## THE FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the insurers cannot meet their 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](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Boltolph Street  
London EC3A 7QU

Tel: 0207 741 4100

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

# Things we need to tell you about

## OUR 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

## OUR CHOICE OF LAW

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

- you and **we** agree otherwise; or
- 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 applicable in that territory will apply.

Please note that English Law will apply to section 3, Motor legal expenses.

## TELEPHONE RECORDING

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

### Insurance administration

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us**, **our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** 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. Where this happens **we** will ensure that anyone to whom **we** pass your information agrees to treat your information with the same level of protection as if **we** were dealing with it.

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 sensitive personal data, for example information about criminal convictions, or health or medical conditions) 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, **we** may obtain and store any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and validating your claim. **We** or **our** agents may also do 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 **us** (such as loss adjusters or investigators, professional advisers or mediation companies). If you believe that **we** are holding any inaccurate information about you please contact **us**. **We** will be happy to correct any errors.

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact:

The Data Protection Officer  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

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

### **Credit searches and use of third party information**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

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.

**We** may ask credit reference agencies to give 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 **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process. **We** may also use information relating to you and your property supplied to **us** by other third parties.

### **Sensitive data**

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

### **Fraud prevention and detection**

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

- share information about you with other organisations and public bodies including the police;
- do credit searches and additional fraud searches;
- check and/or file your details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with insurers, and if you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

# Things we need to tell you about

**We** 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.

## MOTOR INSURANCE DATABASE

Information relating to your insurance policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurers’ Bureau (“MIB”). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing;
- continuous insurance enforcement;
- law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), **we** and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## CUSTOMER SATISFACTION SURVEYS

**We** aim to continuously improve the services **we** offer to **our** customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about you in connection with them. Surveys will usually be carried out by **us** but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

## MAKING A COMPLAINT

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA  
Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777

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

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

If your complaint relates to the service provided by your insurance intermediary, **us** or any provider of services you are entitled to under this policy, or any of **our** agents, your concerns may be passed on for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

Complaints which **we** or the service providers are required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

The aim is to resolve your concerns within 24 hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. 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. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have **our** permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.



# Things we need to tell you about

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0300 123 9 123. From abroad, please call **+44 20 7964 0500**.

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

For products or services purchased online The European Commission operate an online dispute resolution service for consumers who have a complaint. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. The Online Dispute Resolution Service can be accessed at <http://ec.europa.eu/odr>. Please quote the email address: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk).

Alternatively, you can contact the Financial Ombudsman Service directly.

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

# What our words mean

In this policy document **we** have used some words and phrases that have a particular meaning. **You** will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout the sections of this policy document they will be highlighted in **bold** print.

Some of the words and/or phrases **we** have used apply only for section 3 – Motor legal expenses or section 4 – UK & European breakdown. **We** have indicated below where the words and/or phrases used refer specifically for these sections. Unless **we** have indicated otherwise below the words and meanings shown will apply for all of the sections.

## **Accessories and spare parts**

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

## **Certificate of motor insurance**

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with **United Kingdom** and European traffic Laws. It shows **your vehicle** covered, who is allowed to drive, what **your vehicle** can be used for and whether **you** are allowed to drive other vehicles.

## **Commercial vehicle**

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

## **Contaminant or pollutant**

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

## **Endorsement**

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

## **Excess**

The amount **you** have to pay if **you** make a claim. Additional **excesses** apply if **your vehicle** is driven by a young or **inexperienced driver**. The **excesses** applicable are shown on your **policy schedule**.

## **Fire**

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

## **Green card**

A document required by certain non-EU countries to provide proof of 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 vehicle** to be started and driven.

# What our words mean

## **Immediate family**

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

- partner;
- parents, step parents and adoptive parents;
- grandparents, step grandparents and adoptive grandparents;
- children, step children and adoptive children;
- siblings, step siblings and adoptive siblings;
- in-laws, step in-laws and adoptive in-laws.

## **Incident**

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

## **Inexperienced driver**

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

## **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 vehicle** and/or its **accessories and spare parts** and manufacturers' optional extras at the time of the loss or damage with one of a similar make, model, age, mileage, condition and specification. **We** will use publications such as Glass's Guide to assess the **market value**.

## **Partner**

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

## **Period of insurance**

The time that this policy is valid for as shown on **your certificate of motor insurance** and **policy schedule**.

## **Personal belongings**

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

## **Policy schedule**

The document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

## **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.

### Statement of facts

The document which includes the information **you** have provided **us** with.

### Territorial limits

**United Kingdom**, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

### Theft

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

### Total loss

When **we** consider **your vehicle** cannot be repaired because it has suffered damage to the extent which means **we** consider it to be beyond repair (written off).

### United Kingdom or UK

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

### Unattended

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

### Your vehicle

Any motor vehicle described in **your policy 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 which has been delivered to **you** in accordance with the **Road Traffic Acts** 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 in your **policy schedule** is being either serviced, repaired or having an MOT test.

### Vehicle specification

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

### We, our, us

The insurers and/or **Home & Legacy** and/or the administrators who are acting on behalf of the insurers (refer to pages 6 and 7).

### You, your, insured, policyholder

The person named as the **insured** on the **policy schedule** and **certificate of motor insurance** and any other person(s) who are named on the documents as a driver(s) of **your vehicle**.

# What our words mean

## APPLICABLE FOR SECTION 3

### Your representative

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

### Legal costs and expenses

1 Fees, costs and disbursements reasonably incurred by **us**, any **legal representative**, or other appropriately qualified person appointed to act for **you** with **our** consent, chargeable on the **standard basis**, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where **legal representative's** costs are payable by **us**, these will be on the **standard basis** as defined by the Civil Procedure Rules and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

2 The other party's legal costs and expenses which **you** are ordered to pay by a court.

### Legal representative

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

### Prospects of success

There are reasonable **prospects of success** if the **legal representative** considers there to be 51% or better chance of success that legal action would be decided in **your** favour. **We** explain in more detail how **we** will decide if **your** legal action has reasonable **prospects of success** under 'Important information about **prospects of success**' on page 5.

### Small claims limit

The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6b below which legal proceedings for a claim for damages due to personal injury are allocated to the **small claims track**.

### Small claims track

The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** if the claim is allocated to the **small claims track** by the court.

### Standard basis

The assessment of costs which are proportionate to **your** claim.

## APPLICABLE FOR SECTION 4

### **Breakdown**

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

### **You, Your**

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

### **Your vehicle**

Any **vehicle** shown on **your policy schedule** together with any caravan or trailer (including horse trailer and/or non-motorised horsebox) that it is towing which is:

- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres (excluding folding items such as wing mirrors);

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

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

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

# Section 1 – Loss or damage to your vehicle

## THE COVER

Section 1 sets out the cover **we** give for **your vehicle(s)**, what is not covered and how **we** pay claims.

There are General policy exclusions and General policy conditions that apply to all sections of this policy and these can be found on pages 42 to 50.

Details of how to report a claim and useful information about making a claim can be found on pages 3 and 4.

## WHAT IS COVERED

### Loss of or damage to your vehicle

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

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

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

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

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

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

If **we** know that **you** are still paying for **your vehicle** 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.

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

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

### **New car replacement**

**We** will replace **your vehicle** with a new car of the same make, model and specification (subject to availability within the UK) if, within 36 months of **you** or **your partner** buying **your vehicle** from new:

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

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

- **you** or **your partner** own **your vehicle** or are buying it under a hire purchase agreement (not a leasing, contract hire agreement, or other type of agreement where ownership of **your vehicle** does not pass to **you**);
- the hire-purchase company agrees; and
- **you** or **your partner** is the first registered keeper of **your vehicle** or are the second registered keepers of **your vehicle**, where **your vehicle** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

Vehicles sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

If **you** or **your vehicle** do not qualify for new vehicle replacement, an identical replacement is unavailable within the **United Kingdom** or **you** elect not to take the settlement offered then the settlement will be the **market value** of **your vehicle** at the time of the loss.

### **Vehicle recovery in the event of an accident, fire or theft**

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your vehicle** to the nearest repairers. In the event of an accident ring the Home & Legacy Helpline on 0345 077 0810 (for claims abroad call 0044 1925 428193) and **we** will arrange for the following at no additional cost:

- someone to come out and help.

If **your vehicle** cannot be made roadworthy immediately it will be taken to **our** nearest approved repairer. **Your vehicle** 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 vehicle**.

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.



# Section 1 – Loss or damage to your vehicle

## Courtesy and hire car

If **your vehicle** 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 vehicle** is being repaired. Where **your vehicle** 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 vehicle** as is reasonably possible, for the duration of repair subject to an overall maximum cost of £4,000 (including VAT). Where **your vehicle** 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 vehicle** 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).

**We** will only provide a courtesy/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 4, UK and European breakdown cover).

## WHAT IS NOT COVERED

- Loss of use, wear and tear, depreciation or any loss or damage which happens gradually.
- Mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- Loss or damage arising from **theft** while:
  - the **ignition keys** of **your vehicle** have been left in or on **your vehicle**.
  - your vehicle has been left **unattended** with the engine running.
- Damage to tyres by braking or by punctures, cuts or bursts.
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- Loss of value following repair.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

**We** will also provide **you** with the benefit of the following additional covers:

### ADDITIONAL COVER 1 – ALTERNATE TRANSPORT COSTS

If the driver in charge of **your vehicle** at the time of an accident is unable to drive as a result of injury suffered during the accident, **we** will pay up to a maximum of £2,000 towards alternate transport costs.

### WHAT IS NOT COVERED

- Anyone aged over 75 at the start of the **period of insurance**.
- Any injuries not substantiated by medical evidence.
- The first 7 days of incapacity.
- Inability to drive due to loss of licence following a driving conviction.

### ADDITIONAL COVER 2 – CAR JACKING

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

This is the most **we** will pay for any one **incident**.

### WHAT IS NOT COVERED

- Any **incident** not reported to the police within 7 days of occurrence.
- Any **incident** that occurs outside of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- Any **incident** if the assault is by a person known by **you** or **your immediate family**.

### ADDITIONAL COVER 3 – CHILD CAR SEATS

If **you** have a child seat fitted in **your vehicle** and **your vehicle** 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. A claim can only be made under this additional cover when also making a valid claim which is accepted under section 1 – Loss or damage to your vehicle.

### ADDITIONAL COVER 4 – EMERGENCY TREATMENT EXPENSES

**We** will reimburse any person using any vehicle covered under this policy for payments made under the **Road Traffic Acts** for emergency medical treatment.

A claim made solely under this additional cover will not affect **your** no claim discount.

# Section 1 –

## Loss or damage to your vehicle

### ADDITIONAL COVER 5 – FUTURE DISABILITY

**We** will pay up to £10,000 towards the cost of professionally modifying **your vehicle** following an insured **incident** if **you** or a member of **your immediate family** becomes registered disabled as a direct result of any injuries they sustained in that **incident**.

### ADDITIONAL COVER 6 – GLASS DAMAGE

**We** will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass.

If the glass is repaired rather than replaced the **excess** will not apply.

A claim made solely under this additional cover will not affect **your** no claim discount.

### ADDITIONAL COVER 7 – HOSPITAL EXPENSES

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

### WHAT IS NOT COVERED

- Expenses incurred as a result of an **incident** while **you** or anyone travelling with **you** are on a motorcycle.

### ADDITIONAL COVER 8 – KEYS & LOCKS

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

- affected locks;
- the lock transmitter and central locking interface;
- affected parts of the alarm and/or immobiliser;

provided that it can be established to **our** reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any person who may have stolen or found **your ignition keys**.

A claim made solely under this additional cover will not affect **your** no claim discount.

### ADDITIONAL COVER 9 – MEDICAL EXPENSES

If **you** or any other person in **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £1,000.

The cover applies irrespective of fault.

### ADDITIONAL COVER 10 – PERSONAL ACCIDENT

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle**, 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, **we** will pay to the injured person £30,000 if, within three months of the accident, the injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears;
- **loss of any limb.**

The most **we** will pay any one person after any accident is £30,000.

The most **we** will pay any one person during any one **period of insurance** is £60,000.

If **you** or **your partner** has any other policies with **us** in respect of any other motor vehicle(s), 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.

## WHAT IS NOT COVERED

- Death or bodily injury arising from suicide or attempted suicide.

## ADDITIONAL COVER 11 – 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 vehicle**.

The maximum amount payable for any one **incident** is £1,000. **You** can only make a claim under this additional cover if **we** have accepted a claim under section 1 – Loss of or damage to your vehicle.

## WHAT IS NOT COVERED

- Money, stamps, tickets, documents or securities.
- Goods or samples carried in connection with any trade or business.
- Any **personal belongings** if **your vehicle** is a motor caravan/mobile home.

## ADDITIONAL COVER 12 – PERSONALISED VEHICLE REGISTRATIONS

**We** will pay up to £250 towards any cost **you** incur to transfer **your** personalised vehicle registration to another vehicle (provided DVLA rules permit this) if **we** consider **your vehicle** to be a **total loss** following an **incident** for which **we** have accepted a claim under section 1, Loss or damage to your vehicle.

## WHAT IS NOT COVERED

- Any loss of value or any loss of **your** entitlement to the personalised vehicle registration through non-application or renewal of **your** right to entitlement via DVLA.

# Section 1 –

## Loss or damage to your vehicle

### ADDITIONAL COVER 13 – PHYSIOFAST

If any person in **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident **we** will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help the injured person's recovery. The most **we** will pay for each injured person is £400 in total.

Physiotherapy will end once the person has recovered from the injury or the limit under has been reached, whichever happens first.

The cover applies irrespective of fault.

### ADDITIONAL COVER 14 – REVOCATION OF DRIVING LICENCE

On receipt of written notice that **your** driving licence has been revoked by the DVLA because of **your** ill health **we** will remove **you** from this policy and issue any refund in premium due. In addition **we** will also pay up to £3,000 towards the cost of funding alternative transport for the period of **your** incapacity or for up to 12 months whichever is sooner.

### WHAT IS NOT COVERED

- Anyone aged 75 or over at the start of the **period of insurance**.
- Any loss not substantiated by medical evidence or any injuries following an accident in which **you** are convicted of an offence.
- The first 7 days of incapacity.
- Any loss resulting from a driving conviction.

### ADDITIONAL COVER 15 – 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 vehicle**.

This is the most **we** will pay for any one **incident**.

### WHAT IS NOT COVERED

- Any **incident** proven to be initiated by **you**.
- Any **incident** not reported to the police within 7 days of occurrence.
- Any **incident** that occurs outside of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- Any **incident** if the assailant is known to **you** or **your immediate family**.

### ADDITIONAL COVER 16 – SUSPENDING COVER

Where **we** are informed that **your vehicle** 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, all cover provided by this policy will be of no effect other than section 1 – Loss or damage to **your vehicle**, provided **your vehicle** is kept in a locked private garage.

**We** may refund part of **your** premium for the laid-up period; **we** will pay this refund when **you** ask for the cover to start again.

A refund of premium is not allowable under a policy:

- where the total period of cover is less than 12 months, or
- **your certificate of motor insurance** is not returned to **us** or surrendered at the commencement of the laid-up period.

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

## WHAT IS NOT COVERED

- Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- Mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- Loss or damage arising from **theft** while:
  - a) the **ignition keys** of **your vehicle** have been left in or on **your vehicle**.
  - b) **your vehicle** has been left **unattended** with the engine running.
- Damage to tyres by braking or by punctures, cuts or bursts.
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- Loss of value following repair.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

## ADDITIONAL COVER 17 – USING YOUR VEHICLE ABROAD

**We** will provide **you** with the same cover as **you** have in the **UK** under section 1 within the **territorial limits** while **you** are using **your vehicle** for social, domestic or pleasure purposes. **We** will also cover **your vehicle(s)** while being loaded, unloaded or transported between countries within the **territorial limits** by air, rail or a recognised sea route which takes less than 65 hours. The maximum period for any one trip is 90 days.

If **your vehicle** does not return to the **United Kingdom** after 90 days, **your** cover will be restricted to the minimum required to comply with the laws on compulsory insurance for motor vehicles in the country of **your** visit.

If **we** agree to pay a claim under **your** policy for an **incident** which happens whilst **you** are within the **territorial limits** **we** will also pay the costs of any customs duty and to repatriate **your vehicle**.

# Section 1 –

## Loss or damage to your vehicle

### WHAT IS NOT COVERED

- **Your vehicle** while it is being used for any purpose other than social, domestic or pleasure.
- Anyone who is not named on **your certificate of motor insurance** as a driver of **your vehicle**.
- **Your vehicle** while it is being used outside the **territorial limits** unless **we** have given **our** agreement in advance of **your** trip. **We** may, however, be prepared to extend cover to certain places by special request, in which case we will provide **you** with a **Green Card** and an additional premium will be required.
- Any vehicle **we** have not agree to cover under **your** policy.

### OPTIONAL EXTENSION 1 – DAMAGE WHEN DRIVING VEHICLES BELONGING TO OTHERS

If **your** policy schedule shows that this optional cover is included **we** will extend the cover **we** provide under section 1 for **you** and any other driver **we** permit who are named on **your certificate(s) of motor insurance** whilst driving a private motor car that does not belong to **you** or is not hired to or leased to **you** under an agreement.

**We** will provide this cover if the private motor car is being driven with the owner's permission and if there is not similar cover already provided by the owner's or any other insurance policy.

The most **we** will pay is £75,000.

### WHAT IS NOT COVERED

- **We** will not provide a courtesy or hire vehicle following any **incident we** agree to cover.
- **We** will not replace any car that is a **total loss** with a new replacement following an **incident we** agree to cover.
- **We** will not provide cover when **your** cover is suspended, as set out under Additional cover 15.

### OPTIONAL EXTENSION 2 – PROTECTED NO CLAIM DISCOUNT

If **your** policy schedule shows that this optional cover is included **we** will not reduce any no claim discount entitlement applicable for **your vehicle(s)** if **you** make less than two claims in any five successive 12 monthly periods of insurance.

**Your** premium could increase though, if **you** tell **us** about a change to **your** policy; or when **you** renew **your** policy if **we** have increased premiums generally or increased the premium because **you** have made a claim.

# Section 2 – Your liability to others

Section 2 sets out the cover **we** give for **your** liability to others, what is not covered and how **we** pay claims.

There are General policy exclusions and General policy conditions that apply to all sections of this policy and these can be found on pages 42 to 50.

Details of how to report a claim and useful information about making a claim can be found on pages 3 and 4.

## THE COVER

### YOUR LIABILITIES WHAT IS COVERED

**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 vehicle** including loading and unloading;
  - any other **vehicle** 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 vehicle**.

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

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 vehicle**, provided that **your certificate of motor insurance** allows that person to drive **your vehicle**;
- any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of **your vehicle**;
- the employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes permitted under the policy, except that **we** 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.

#### 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.



# Section 2 – Your liability to others

## Legal costs

**We** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any **incident** which is covered under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

**We** will not pay:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence);
- appeals.

## Cross liability and application of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in section 2 – Your liability to others.

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

**We** will pay:

- **your** legal fees and expenses incurred with **our** 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 pay:

- 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 cover is provided by another insurance policy.

## WHAT IS NOT COVERED

The limits of cover 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.

- Any claim 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.
- 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 **we** must provide cover under the **Road Traffic Acts**.
- 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.
- Damage to any vehicle covered by this section.
- Loss, damage, injury or death 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 area unless **we** are liable under the **Road Traffic Acts**.

Anything which is the direct or indirect result of any of the following, or anything connected with any of the following, except to the extent that **we** must provide cover under the **Road Traffic Acts**:

a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- i) the use or threat of force and/or violence

and/or

- ii) 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 and/or chemical and/or biological and/or radiological means caused or occasioned 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 caused or occasioned in whole or in part for such purposes.

- b) any action taken in controlling, preventing, suppressing or in any way relating to a) above.

# Section 2 – Your liability to others

In respect of 6 a) and b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
  - ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
- Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

- Death or injury of any person caused by:
  - a) food poisoning, or
  - b) anything harmful contained in goods supplied, or
  - c) any harmful or incorrect treatment given at or from **your vehicle**.

## ADDITIONAL COVER 1 – YOUR LIABILITY TO OTHERS WHEN USING YOUR VEHICLE ABROAD

**We** will also provide cover for **your** liability to others within the **territorial limits** or any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle while **you** are using **your vehicle** for social, domestic or pleasure purposes.

Cover is also included while **your vehicle** is being loaded, unloaded and transported between countries within the **territorial limits** by air, rail or by a recognised sea route which takes less than 65 hours.

## WHAT IS NOT COVERED

- Any single trip exceeding 90 days. If **your vehicle** does not return to the **United Kingdom** after 90 days, **your** cover will be restricted to the minimum required to comply with the laws on compulsory insurance of motor vehicles in the country of **your** visit.
- Countries outside the **territorial limits** unless **we** have given **our** prior agreement.

# Section 3 – Motor legal expenses

## THE COVER

Section 3 – Motor legal expenses sets out what is covered and what is not covered and the claims settlement conditions that apply for section 3.

## WHAT IS COVERED

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf and in connection with the following:

### PART A – UNINSURED LOSS RECOVERY

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

- a) **Your** death or bodily injury while **you** are in, on or getting into or out of **your vehicle**.
- b) Damage to **your vehicle**.
- c) Damage to property which **you** own or are legally responsible for and which is in or on **your vehicle**.

#### Limit of cover

£100,000 for any one **incident**.

## WHAT IS NOT COVERED

- Any claim where there are not **prospects of success**.
- Any damages if the estimated value for the personal injury **you** have suffered does not exceed the **small claims limit**.
- Any claim arising out of a contract **you** have with another person or organisation.
- A claim for an **incident** which is not covered under sections 1 or 2 of this policy.
- A claim for an **incident** that occurred outside of the **territorial limits**.
- Disputes between **you** and **us**.
- **Legal costs and expenses** that **we** have not agreed to in writing.
- **Legal costs and expenses** that **you** have paid directly to the **legal representative** or any other person without **our** permission.
- Any VAT that **you** can recover from elsewhere.
- Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute.

# Section 3 – Motor legal expenses

## PART B – MOTOR PROSECUTION DEFENCE

We will pay the **legal costs and expenses** of defending **your** legal rights (including an appeal against **your** conviction or sentence) following **an incident** that results in criminal proceedings being brought against **you** for an offence arising from **your** ownership or use of **your vehicle** within the **territorial limits**.

We will provide this cover as long as:

- 1 **You** entered into the policy within the **territorial limits**.
- 2 The incident 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**.
- 5 **We** consider there are **prospects of success**.

### Limit of cover

£100,000 for any one **incident**.

## WHAT IS NOT COVERED

- **Legal costs and expenses** 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 careless and inconsiderate driving.
- 5 Death caused by reckless or dangerous driving.
- 6 Death caused by reckless or dangerous driving while under the influence of drink or drugs.

## PART C – MOTOR CONTRACT COVER

We will pay the **legal costs and expenses** of **you** taking or defending a legal action as a result of any action arising from a contract **you** have to:

- a) buy, hire or sell **your vehicle** or its **accessories and spare parts**; and
- b) service, repair or test **your vehicle**.

We will provide this cover as long as:

- 1 **You** entered into the motor contract within the **territorial limits**.
- 2 The motor contract started within the **period of insurance**.
- 3 Any legal action is bought within the **territorial limits**.
- 4 The claim will be decided by a court within the **territorial limits**.
- 5 **We** consider there are **prospects of success**.

### Limit of cover

£100,000 for any one **incident**.

## WHAT IS NOT COVERED

- 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 £1000 for buying, selling or hiring **your vehicle** or £250 for servicing, repairing or testing **your vehicle**.
- A dispute over the amount of money or other compensation due under any insurance policy.
- **Your vehicle** if it is more than 15 years old.

## CLAIMS SETTLEMENT CONDITIONS APPLYING TO SECTION 3

**You** must keep to the following conditions to have the full protection of section 3. If **you** do not and the condition(s) **you** have not kept to relates to an **incident** for which **you** have made a claim, **we** may refuse or withdraw from the claim.

### **You must do the following:**

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

### **Your legal representative must do the following:**

- 1 Get **our** written permission before instructing a barrister or expert witness.
- 2 Tell **us** if, at any stage, there are no longer **prospects of success** in making a successful defence, recovering damages or getting any other remedy.
- 3 Tell **us** immediately if the other party makes an offer pursuant to Part 36 of the Civil Procedure Rules (these are the rules that are used by the Court of Appeal, High Court of Justice, and County Courts in civil cases in England and Wales), 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. **We** may also contact the **legal representative** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.

# Section 3 – Motor legal expenses

- 2 Stop paying any further **legal costs and expenses** if, during the course of the claim, **we** think there are no **prospects of success**. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your legal costs and expenses** which **you** cannot recover from anywhere else.
- 3 At the end of the claim to settle the **legal costs and expenses** covered by this policy if those **legal costs and expenses** cannot be recovered from anywhere else.
- 4 End **your** cover and recover **legal costs and expenses** 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 **legal costs and expenses** 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 **legal costs and expenses** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **legal costs and expenses**.

# Section 4 – UK & European breakdown

## THE COVER

Section 4 – UK and European breakdown sets out what is covered and what is not covered; and the claims settlement conditions that apply for section 4.

## PART A – EMERGENCY ASSISTANCE

If **your vehicle** suffers a **breakdown**, a puncture (as long as a spare wheel is available) or runs out of fuel within the **territorial limits**, **we** will arrange emergency assistance for **you** at the scene of the **breakdown** and, if necessary, transport **your vehicle** to a local garage within 15 miles for repair.

### Limit of cover

The cost of the call out and up to one hour's labour.

## WHAT IS NOT COVERED

- The cost of any fuel or replacement parts or materials used.
- **Your vehicle(s)** aged over 20 years while outside of the **UK**.

## PART B – MESSAGE RELAY

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

## PART C – CHAUFFEUR COVER

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

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

## WHAT IS NOT COVERED

- **Incidents** where **you** are unfit to drive through drink or drugs.
- **Your vehicle(s)** aged over 20 years while outside of the **UK**.

## PART D – VEHICLE RECOVERY

If **your vehicle** cannot be repaired at the scene of the **breakdown** or at a garage nearby the same day, **we** will:

- a) arrange to take **you** and **your vehicle** to a destination of **your** choice within the **UK** and
- b) arrange and pay up to £750 including associated costs for **you** to hire a vehicle. **We** will also pay the cost of standard class travel for you to collect **your vehicle**; or
- c) arrange and pay for **your** travel to a local hotel and for the cost of bed and breakfast accommodation whilst **you** are awaiting repairs to **your vehicle** to be carried out. **You** will have to pay for these costs but on receipt of the relevant receipts **we** will reimburse **you**. **We** will pay the full cost of **your** travel and up to £75 per person, per night for the accommodation. **We** will not pay more than £400 for any one **breakdown**.



# Section 4 – UK & European breakdown

## WHAT IS NOT COVERED

- The cost of any fuel or replacement parts or other materials used in the repair of **your vehicle** or any labour charges incurred at the repairers premises.
- Storage charges or sea transit charges.
- Costs incurred if **we** need to use specialist recovery equipment.
- Any costs which would have been incurred in the course of **your** journey had the **breakdown** not occurred.
- The cost of any fuel, fines, parking or congestion charges and any other charges that may be incurred while **you** are using a hired vehicle **we** agree to provide when **your vehicle** is being repaired.

## PART E – REPATRIATION

If **your vehicle** is rendered immobile during a trip within the **territorial limits** but outside the **UK**, and cannot be repaired by **your** expected date of return to the **UK** **we** will pay:

- a) The cost of transporting **you** and **your** luggage to **your** residential address as shown on **your policy schedule**.
- b) The cost of transporting **your vehicle** to **your** residential address as shown on **your policy schedule**; or to a repairer of **your** choice within the **UK**; or up to £500 for **you** to collect **your vehicle** from abroad once it has been repaired.
- c) Up to £200 for storing **your vehicle** while it is abroad.

## WHAT IS NOT COVERED

- Trips solely within the **UK**.
- Repatriation of any passengers in **your vehicle** who are injured in an accident involving **your vehicle**.
- An amount greater than the **market value** of **your vehicle**.
- **Your vehicle(s)** aged over 20 years while outside of the **UK**.

## EXCLUSIONS APPLYING TO SECTION 4

The following exclusions apply for all cover **we** provide under section 4.

**We** will not cover **you** for:

- 1 **Your vehicle(s)** 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 vehicle's** removal.
- 5 **Your vehicle(s)** 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 **Your vehicle(s)** temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which **our** agents have no access; or **your vehicle(s)** on motor trader's premises.
- 7 Claims arising from loss or damage to contents of **your vehicle(s)**.
- 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 insured **incident**.
- 9 The cost of or providing assistance to **you** to make any arrangements for the transportation of horses or livestock following a **breakdown** or the occurrence of an **incident** covered under any other section of the policy. **You** will need to make **your** own arrangements for the transportation before **we** can provide **you** with any assistance.
- 10 Any period in excess of 90 consecutive days that is spent outside the **UK**.
- 11 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.

# Section 4 – UK & European breakdown

## CLAIMS CONDITIONS APPLYING TO SECTION 4

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

# General policy exclusions

## GENERAL POLICY EXCLUSIONS

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

### Acts of war, terrorism and civil disturbance

Any loss or damage caused by war, civil war, invasion, rebellion, revolution, riot, civil commotion, terrorism or any similar event unless **we** have to meet a requirement of **road traffic legislation**.

### Airside

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

### Carrying passengers for money

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

### Competition and track use

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

### Confiscation

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

### Contamination or pollution

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

### Contractual liability

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

### Damage by vermin, animals and fungus

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

# General policy exclusions

## **Deception**

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

## **Deliberate or criminal acts**

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

## **Deliberate or illegal acts**

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

## **Earthquakes**

Any loss or damage caused by earthquakes.

## **Loss of value**

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

## **Nuclear or radiation hazard**

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

## **Overloading**

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

## **Sonic bangs**

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

## **Vehicle use**

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

- Used outside of the limitations of use shown on your **certificate of motor insurance**.
- Driven whilst towing anything for payment.
- Driven whilst towing more than one trailer at any one time.
- Driven outside the limitations of the driver's licence.
- Driven outside the **UK**, unless covered under section 1 or section 2 - Driving your vehicle abroad.
- Driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specification.
- Used for any purpose on a derestricted toll road. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended. This includes the Nurburgring Nordschleife.

## THIS INSURANCE DOES NOT COVER

- Used for any purpose connected with the motor trade, unless this use is described on **your certificate of motor insurance**.
- Use of a horsebox by a riding stable, livery stable, horse breeders or racing stable.
- Driven by or being used by anyone who is not named as a driver on **your certificate of motor insurance** unless **your vehicle** is in the custody or control of a member of the motor trade for the purpose of maintenance or repair, a valet as part of a valet parking service, a chauffeur **we** have provided under section 4 - UK & European breakdown of this policy or it has been stolen or taken without **your** permission.
- Driven by, or is in the charge of anyone for the purposes of being driven who:
  - is not described under the section of **your certificate of motor insurance** that shows people entitled to drive;
  - does not have a valid and current licence to drive **your vehicle**; or
  - is not complying with the terms and conditions of their licence.
- Driven whilst in a knowingly unsafe or unroadworthy condition or does not have a valid MOT certificate where required.
- Driven whilst carrying an insecure load or whilst towing a trailer that is unsafe or is carrying an insecure load.

# General policy conditions

## GENERAL POLICY CONDITIONS

These conditions apply to the whole of this policy and are in addition to any conditions shown within each section. You must comply with the General policy conditions to have the full protection of your policy. If you do not comply with them a claim may be rejected. In some circumstances your policy may be invalid.

### Abandonment

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

### Arbitration

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

### Assignment

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

### Automatic renewal

If **you** pay **your** premium by instalments utilising premium finance facilities offered by Home & Legacy you will be contacted in writing by **us** or **your** insurance intermediary in good time before **your policy** expires with full details of next year's premium and terms.

**You** will be asked to contact **Home & Legacy** or **your** insurance intermediary before **your** renewal date with clear instructions if **you** do not want to renew **your policy**, or do not want to continue to pay **your** premium by instalments.

If **you** do not respond to **our** request on or before **your** renewal date **we** will automatically renew **your policy**.

Should **you** decide that **you** do not want to renew **your policy**, if **you** have been sent your **certificate of motor insurance** you will have to return this to **us**.

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

This automatic renewal process only applies if **your** premium is paid by instalments utilising premium finance facilities that are offered by **Home & Legacy**.

### Cancelling cover for your vehicle(s) insured on a multi-vehicle policy

Where **your** policy covers more than one of **your vehicle(s)** should **you** ask **us** to cancel cover for one of those vehicles but not to cancel **your policy** in its entirety **you** will be entitled to a refund of the premium paid for the vehicle(s) **you** wish **us** to cancel cover for subject to a deduction for the time **you** have been covered, unless **you** have made a claim for which **you** were at fault or an **incident** has occurred which may result in a claim for that/ those vehicle(s).

If **you** have made a claim for which **you** were at fault or an **incident** has occurred which may result in a claim in respect of **your vehicle(s)** **you** wish **us** to cancel cover for **you** will be required to pay the premium for **your vehicle(s)** for the agreed **period of insurance** shown on **your policy schedule**.

For Section 1 – Loss or damage to your vehicle and Section 2 - Your liability to others, the refund of premium plus Insurance Premium Tax, where applicable, will be calculated on a proportionate basis for the time for which **you** have received cover. For Section 3 – Motor legal expenses and Section 4 – UK & European breakdown **we** do not allow a refund of premium.

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.

### **Car sharing and insurance**

If **you** receive a contribution as part of a car sharing arrangement involving the use of any car 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 the:

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

### **Important**

If **your vehicle** 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 **us** for confirmation.

### **Change of circumstances and information**

**You** must tell **us** as soon as reasonably possible about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy.

The changes **you** must tell **us** about include but are not limited to:

- a) Any changes to the information shown on **your** most recent **statement of facts** document or if the information shown is incorrect or incomplete.
- b) A change of vehicle or the purchase of an additional vehicle. **We** will need full details of **your** new vehicle, which must include information about the country in which it was first registered if this was different to the **UK**.
- c) A change of registration number.
- d) Any changes that **you** make to **your vehicle** that alter it from the manufacturer's standard specification.



# General policy conditions

- e) If **you** want to use **your vehicle** for a purpose that is not permitted in the **certificate of motor insurance**.
- f) If **you** become aware of any physical or medical condition of any driver which may affect their ability to drive.
- g) If **you**, or any other driver covered by this policy, are convicted of any criminal or motoring offences including fixed penalty notices.
- h) If **you** change **your** address or where **you** normally keep **your vehicle** overnight.
- i) If **you** or any driver covered under this policy change occupation including any part-time work.
- j) A change to the people insured, or to be insured – a change in the main driver of **your vehicle** and details of drivers **you** have not told **us** about before.
- k) Any change affecting ownership of **your vehicle**.

If **you** are in any doubt, please contact **your** insurance intermediary. If **you** did not arrange your insurance through an insurance intermediary contact **Home & Legacy**.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of your policy. **You** will be informed of any revised premium or terms and asked to agree before any changes are made.

To reduce costs **we** will not make small refunds or charge small additional premiums under £15.00 for the period from the date of the change to the renewal date of this policy. In some circumstances **we** may not be able to continue this policy following the changes, where this happens **you** will be told and this policy will be cancelled in line with the provisions of General policy condition 'our cancellation rights'.

## **Compulsory insurance**

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

## **Direct right of access**

Third parties may contact us directly in the event of 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.

## **Dual insurance**

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

### **Financial sanctions**

**We** will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel **your** policy immediately by giving **you** written notice at **your** last known address.

If **we** cancel **your** policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

### **Fraud**

If **you** or anyone acting for **you**:

- i) knowingly makes a fraudulent or exaggerated claim under the policy; or
- ii) knowingly makes a false statement in support of a claim; or
- iii) knowingly submits a false or forged document in support of a claim; or
- iv) makes a claim for any loss or damage caused by your wilful act or caused with **your** knowledge, agreement or collusion.

Then, **we** may:

- refuse to pay **your** fraudulent claim
- be entitled to recover from you the any amount of any fraudulent claim we have paid under the policy since the date **you** first started **your** cover
- automatically cancel **your** policy without giving **you** notice by treating it as if it never existed
- not allow a return of any premium paid
- inform the police of the circumstances.

### **Mileage**

**We** reserve the right to establish the mileage on **your vehicle** at any time where **your** policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded the 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 charged. The higher premium will apply from the commencement of the **period of insurance**.

# General policy conditions

## **Our cancellation rights**

If **we** discover that **you** misrepresented information or facts **you** gave **us** for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place **we** may automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.

**We** may also cancel this policy if there are other grounds to do so by sending **you** fourteen (14) days notice in writing by recorded delivery to **you** at **your** last known address. **You** will not be covered from the date and time of cancellation **we** notify to **you** in writing.

**We** may cancel **your** policy if, but not limited to the following:

- a) **we** are made aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy.
- b) **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period we specify to **you** in writing;
- c) any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement (written alterations of the terms) to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- d) if the premium is not paid;
- e) if **we** reasonably suspect fraud.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, unless **you** have made a claim or circumstances have occurred which could result in a claim.

If **we** cancel **your** policy the administration charge to cover Home & Legacy's costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured **incident** which occurred before the date of cancellation.

**We** also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 days' notice in writing to **your** last known address.

Please remember that **you** are required by Law to have continuous insurance on **your** vehicle(s).

### Your duty of care

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

### Your duty when you have a claim

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

**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 that of the person claiming under the policy the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy.

# General policy conditions

**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 relevant information, documents and assistance **we** require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

Below are some examples of what **we** may request. However, **we** may also ask for other information, documents and assistance relevant to your claim.

## **Information Documents Assistance**

- Details of third parties and witnesses
- Statement of events relating to **your** claim
- Sketch or photograph of the accident scene
- Correspondence received from another party (including court papers)
- Driving licence
- Proof of identity and address
- Vehicle documentation such as V5, MOT and proof of purchase
- Receipts and invoices
- Finance documents
- Attendance at court
- Meetings with solicitors or **us**

## CONTACT

For further information about Home & Legacy Premier Motor please contact your insurance intermediary or call Home & Legacy on 0344 893 8360.

Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)



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