

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

Prestige MOTOR policy wording



*home
& legacy*

Home & Legacy Prestige Motor insurance is administered by Home & Legacy Insurance Services Limited. Home & Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252, Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523. Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.



ACPERHL1286/4 04.14

Useful numbers

Home & Legacy Insurance Services Ltd
0844 893 8360
0844 893 8386 (Fax)
Home & Legacy Helpline
0845 077 0810 (within UK)
0044 1925 428193 (outside UK)

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About Home 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 our permitted business is advising on and arranging general insurance contracts.

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

Introduction

Home and Legacy Motor Insurance is administered by Home and Legacy Insurance Services Limited who act on behalf of various **insurers**. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England & Wales No. 3007252, Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

Your contract of insurance

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

- The policy wording which details the cover provided and the Exclusions and Conditions which apply;
- Information contained on **your** application and/or **statement of facts** document issued by Home & Legacy which confirms the information that **we** have been provided by **you** or **your representative**;
- **Schedule**;
- Any **endorsements** shown on **your schedule**;
- **Certificate of motor insurance**;
- Any changes to **your policy** contained in notices issued by Home & Legacy at renewal.

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

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

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

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

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

Renewal of the contract of insurance

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

The new contract commences on the date when the main policyholder agrees to renew the policy and pay the premium. The persons insured will be covered for the **period of insurance** shown on **your** renewal **schedule**.

Changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

You must tell **us** as soon as reasonably possible about any changes to the information shown on **your** most recent **Statement of Facts, certificate of motor insurance** or on **your schedule** or if the information shown is incomplete or incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your 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 General Policy Condition 10 on page 42 of this policy which sets out circumstances that **you** should tell **your** insurance intermediary or if **you** did not arrange **your** insurance through an insurance intermediary, tell Home & Legacy 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 General Policy Condition 3 on page 41.

Customers with disabilities

This policy wording and other associated documentation can be made available in large print, audio or Braille. If **you** require any of these formats please contact Home and Legacy on 0844 893 8360 who will be pleased to organise an alternative for **you**.

Telephone recording

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

Choice of law

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

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

Use of language

Unless **we** agree otherwise the language of this **policy** and all communications relating to it will be English.

Your cancellation rights

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

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

If **you** choose to cancel the **policy** and the insurance cover has already commenced **you** will be entitled to a refund of the premium paid except where a claim for which **you** are at fault or an incident for which **you** are at fault that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium will be payable to **us**.

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

If after 14 days **you** have not cancelled **your policy**, **we** will assume that **you** wish **your policy** to continue for the agreed **period of insurance**.

For **your** cancellation rights outside the statutory cooling off period, please refer to General Policy Condition 3 in the General Policy Conditions Section of this **policy**.

Important Information

Data Protection

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

Insurance Administration

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

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

Credit Searches and Accounting

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

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

Sensitive Data

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

Fraud Prevention and Detection

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

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

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

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

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

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 **UK**, the EEA or certain other territories), the **insurers** and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at **www.askmid.com**

Copy Policy on Request

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

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** liabilities. Further information about compensation scheme arrangements is available from the FSCS.

Information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at:

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

Phone: **0800 678 1100** or **0207 741 4100**

Email: enquiries@fscs.org.uk

How to Make a Claim

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

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

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

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

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

Show as much detail as possible and try to include:

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

Incidents Abroad

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

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

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

Legal Helpline

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

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

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

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

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

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

Customer Care

What to do if you are not satisfied

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

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

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

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

Telephone: 0844 893 8360

Fax: 0844 893 8386

Email: info@homeandlegacy.co.uk

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

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

Complaints which the **insurer(s)** are required to resolve will be passed on by **us** to them. **We** will notify **you** where **we** do this, and monitor the progress of their investigations.

Where the **insurer** is a Lloyd's syndicate **you** may also contact:

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

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

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

* 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.

The Financial Ombudsman Service can be contacted at:

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

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

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

The Ombudsman will only consider **your** complaint if **you** have already given **us**, the intermediary the **insurer** the opportunity to resolve it.

Definitions

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

Accessories and Spare Parts

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

Administrator(s)

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

Agreed Value

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

Breakdown

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

Certificate of Motor Insurance

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

Commercial Vehicle

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

Contaminant or Pollutant

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

Endorsement

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

Excess

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

Home and Legacy Helpline

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

Immediate Family

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

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

Incident

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

Inexperienced

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

Insurer(s)

The underwriters who provide this insurance:

- **Sections 1–19**
The underwriter whose details are defined on **your schedule**.
- **Section 20**
UK General Insurance Limited on behalf of Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310101. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. Inter Partner Assistance SA is authorised by the Commission Bancaire Financiere et des Assurances (CBFA) to l’Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Financial Services Register number is 202664. Their regulative activities are miscellaneous Financial Loss, Legal Expenses and Assistance. Inter Partner Assistance is a member of the Association of British Insurers.
- **Section 21**
Great Lakes Reinsurance (UK) PLC, registered in England and Wales No. 2189462, registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 202715.

Market Value

The cost of replacing **your vehicle** and/or its **accessories and spare parts** and manufacturers’ optional extras, if possible, with one of a similar make, model, age, mileage, condition and specification. **We** use publications such as Glass’s Guide to set the trade value of the vehicle.

Partner

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

Period of Insurance

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

Policy

The legal contract between **you** and the **insurers** which is made up of this policy booklet, which details the cover provided and the exclusions and conditions which apply; **your schedule** and any **endorsements** shown on **your schedule**; information contained on **your** application and/or the **statement of facts** document issued by the **administrator** which confirms the information provided by **you** or **your** insurance intermediary to the **administrator**; the **certificate of motor insurance**; and any changes to **your policy** contained in notices issued by the **administrator** at renewal.

Schedule

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

Statement of Facts

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

Terrorism

Any action which contravenes the Terrorism Act 2006.

Territorial Limits

Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, 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.

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**.

Vehicle Specification

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

Definitions (continued)

We, Us, Our

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

You, Your

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

Your Representative

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

Your Vehicle(s)

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

Section 1 – Your Liability to Others

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

Section 1 – Your Liability to Others (continued)

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

Section 2 – Driving other Cars

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

Section 3 – Towing

What is covered	What is not covered
<p>We will extend Section 1 (Your Liability to Others) whilst your vehicle is towing a caravan, trailer or a broken-down vehicle as allowed by law, provided it is attached securely to your vehicle in line with the manufacturer's recommendations.</p>	<ul style="list-style-type: none">• Any damage or liability incurred in respect of trailers unattached at the time of the loss (except where they have become temporarily unattached during the course of the journey).• Damage to or loss of the towed caravan, trailer or broken-down vehicle• Damage to or loss of property being carried in the towed caravan, trailer or broken-down vehicle• Any caravan, trailer or broken-down vehicle being towed for reward• Towing more trailers than the number allowed by law• Towing more than one caravan or broken-down vehicle

Section 4 – Medical Expenses

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

Section 5 – Hospital Expenses

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

Section 6 – Personal Accident

What is covered	What is not covered
<p>We will pay up to £2,500 in total for any one incident in the event of bodily injury to you or a member of your immediate family caused during an incident involving your vehicle covered by this policy, if within three months of the date of the incident the bodily injury is the sole cause of death, the permanent loss of or loss of use of any limb or permanent blindness in one or both eyes.</p>	<ul style="list-style-type: none">• Anyone aged 69 or over at the time of the incident• Death or bodily injury caused by suicide or any attempt thereat or any deliberate act• Anyone under the influence of alcohol to an extent that contravenes the Road Traffic Act or under the influence of any type of illegal drug at the time of the incident• Death or bodily injury caused whilst driving or riding on a motorcycle• Payments over £2,500 for any one incident• An incident that occurs while you are committing or attempting to commit a crime or driving illegally• Payments under this section if we have already made a payment to you or a member of your immediate family under Section 1 (Your Liability to Others)• Payments under more than one contract held by you or a member of your immediate family with us.

Section 7 – Emergency Expenses

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

Section 8 – Damage to Your Vehicle

What is covered

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

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

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

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

Vehicle Transportation

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

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

Inappropriate Fuel

We will pay up to £2,500 to clean the fuel system and other associated parts of **your vehicle** or to repair any loss or damage caused if **you** fill **your vehicle** with an inappropriate grade or type of fuel purchased from a licensed fuel supplier provided that it is a one off **incident** and any loss or damage has not been caused over a period of time.

Child Car Seat(s)

If **your vehicle** is involved in an **incident** and suffers impact damage resulting in a valid claim under this section, **we** will pay the market value to replace any child car seat being carried in **your vehicle** at the time of the **incident** even if the child car seat has suffered no obvious damage.

What is not covered

Please refer to page 26 for exclusions to Section 8.

Section 8 – Damage to Your Vehicle (continued)

What is covered	What is not covered
<p>Temporary Substitutions of Your Vehicle</p> <p>If your vehicle cannot be used because it is being serviced or repaired by a member of the motor trade this policy automatically covers any loss or damage that may occur whilst you are using a substitute vehicle loaned to you by a member of the motor trade whilst they are in control of your vehicle. It must be of the same or lesser vehicle specification as your vehicle and must be used in accordance with the certificate of motor insurance and the other terms and conditions of this policy.</p> <p>This does not extend to any vehicle you are test driving with a view to purchasing or to any vehicle hired to you or if there is a charge for using the vehicle.</p>	<p>Please refer to page 26 for exclusions to Section 8.</p>

Section 8 – Damage to Your Vehicle (continued)

How we will settle your claim

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

What we will pay

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

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

Salvage

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

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

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

New Car Replacement

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

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

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

Excess

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

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

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

Motor Trade, Valet or Chauffeur

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

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

What is covered

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

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

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

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

Vehicle Transportation

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

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

Temporary Substitutions of Your Vehicle

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

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

What is not covered

Please refer to page 26 for Exclusions to Section 9.

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

How we will settle your claim

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

What we will pay

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

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

Salvage

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

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

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

New Car Replacement

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

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

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

Excess

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

Section 10 – Temporary Replacement Car

What is covered

During Repairs

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

Damaged Beyond Repair

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

Stolen and Not Recovered

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

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

What is not covered

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

Please refer to page 26 for Exclusions to Section 10.

Section 11 – Audio, Entertainment, Communication & Navigation Equipment

What is covered	What is not covered
<p>We will cover you for loss of or damage to permanently fitted audio, visual, navigation, telecommunication and gaming equipment that is designed to use the electrical system of your vehicle as its sole source of power. If the equipment was fitted to your vehicle at the time it was made, the maximum that we will pay is the market value of the equipment at the time of the loss or damage. For all other equipment the maximum we will pay is £750.</p> <p>You will not have to pay an excess for claims under this section.</p>	<ul style="list-style-type: none">• We will not cover portable items such as mobile telephones, compact discs, DVDs, removable navigation equipment or other storage devices.• We will not provide any cover if your vehicle is a motorcycle.• Any amount above £750 for equipment that was not fitted to your vehicle at the time it was made. <p>Please refer to page 26 for Exclusions to Section 11.</p>

Section 12 – Keys and Locks

What is covered	What is not covered
<p>In the event that your vehicle's keys, key fobs, ignition keys, ignition cards, steering lock keys, immobiliser keys, alarm transmitters, tracking system transponders, lock transmitters or garage door transmitters are lost or stolen we will pay to replace where necessary:</p> <ul style="list-style-type: none">• The keys, cards, fobs, transmitters or transponders• The door locks, boot locks, ignition and steering lock• The cost of re-coding a tracking system• The cost of replacing any alarm or immobiliser. <p>You will not have to pay an excess for claims under this section.</p>	<p>Please refer to page 26 for Exclusions to Section 12.</p>

Section 13 – Trailers

What is covered	What is not covered
<p>We will pay up to £1,000 for the loss of or damage to any trailer (including horse trailers) arising from a single incident while the trailer is attached to your vehicle.</p>	<ul style="list-style-type: none">• Caravans or the contents of any trailer or caravan.• Any amount above £1,000 arising from a single incident. <p>Please refer to page 26 for Exclusions to Section 13.</p>

Section 14 – Loss of Road Fund Licence

What is covered	What is not covered
<p>We will pay for the unexpired portion of the Road Fund Licence of your vehicle if you are not able to recover it from the licensing authorities after your vehicle is declared a total loss.</p>	<p>Please refer to page 26 for Exclusions to Section 14.</p>

Section 15 – Personal Possessions

What is covered	What is not covered
<p>We will pay up to £250 for loss of or damage to your personal possessions from your vehicle. If the loss or damage is the result of theft or attempted theft we will only pay if:</p> <ul style="list-style-type: none">• the items are hidden from view; and• your vehicle's windows are closed; and• all the doors and the boot or luggage compartment are locked when your vehicle is unattended; and• retractable or removable roofs are closed. <p>There is no excess for this cover.</p>	<ul style="list-style-type: none">• Trade goods, samples or anything to do with your work• Money, credit cards, debit cards, charge cards, stamps, vouchers, tickets, documents, securities or bonds• Audio, entertainment, communication, data processing or navigation equipment• Items covered by another insurance contract• Property on or in a motorcycle. <p>Please refer to page 26 for Exclusions to Section 15.</p>

Section 16 – Personalised Registrations

What is covered	What is not covered
<p>Following a total loss claim under Section 8 (Damage to Your Vehicle) or Section 9 (Loss or Damage to your vehicle by Fire or Theft), we will pay up to £250 towards the cost of retaining and transferring personalised registrations for up to 12 months where DVLA rules allow and for the making of new registration plates.</p>	<p>Any loss of value of a cherished registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service.</p> <p>Please refer to page 26 for Exclusions to Section 16.</p>

Exclusions to Sections 8 –16

IMPORTANT: Under all contracts, certain situations are not covered. Please read these exclusions carefully to make sure that you know what situations are not covered by this insurance. Please also refer to the General Policy Exclusions on page 39 and General Policy Conditions on page 41.

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

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

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

Section 17 – Glass

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

Section 18 – Foreign Use

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

Section 18 – Foreign Use (continued)

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

Section 19 – No Claim Bonus

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

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

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

Section 20 – Motor Legal Expenses

This section is underwritten by UK General Insurance Limited on behalf of Inter Partner Assistance and administered by LawShield UK Ltd.

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

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

In addition to the definitions described in pages 10 to 12 the following definitions also apply to Section 20:

Incident

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

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. **Your** opponent’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

Reasonable prospects are considered to be 51% or better chance of success.

Small Claims Limit

The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 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** the claim is allocated to the **small claims track** by the court.

Standard Basis

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

Section 20 – Motor Legal Expenses (continued)

What is covered	What is not covered
<p>We will pay the legal costs and expenses for legal proceedings started on your behalf and in connection with the following:</p> <p>a) Uninsured Loss Recovery</p> <p>We will pay up to £100,000 to cover the legal costs and expenses of you taking any legal action as a result of non fault road traffic accident which causes the following:</p> <ol style="list-style-type: none">1. Your death or bodily injury while you are in, on or getting into or out of your vehicle.2. Damage to your vehicle.3. Damage to property which you own or are legally responsible for and which is in or on your vehicle. <p>b) Motor Prosecution Defence</p> <p>We will pay up to £100,000 to cover the legal costs and expenses of defending your legal rights (including an appeal against your conviction or sentence) following any event that results in criminal proceedings being brought against you for an offence arising from your ownership or use of your vehicle.</p> <p>c) Motor Contract Cover</p> <p>We will pay up to £100,000 to cover 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:</p> <ul style="list-style-type: none">• Buy, hire or sell your vehicle or its accessories and spare parts; and• Service, repair or test your vehicle.	<p>a) Uninsured Loss Recovery</p> <p>We will not provide cover for the following;</p> <ul style="list-style-type: none">• Legal costs and expenses above £100,000 arising out of any one incident• Any claim where there are not prospects of success• If the estimated value of any damages 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 event which is not covered under sections 1 to 19 of this policy• A claim that occurred outside of the territorial limits• Disputes between you and us• 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. <p>b) Motor Prosecution Defence</p> <p>We will not pay for any legal costs and expenses arising from criminal proceedings being brought against you for the following offences:</p> <ul style="list-style-type: none">• Parking offences for which you do not get points on your driving licence• Driving while under the influence of drink or drugs• Manslaughter• Death caused by careless and inconsiderate driving• Death caused by reckless or dangerous driving• Death caused by reckless or dangerous driving while under the influence of drink or drugs. <p>c) Motor Contract Cover</p> <p>We will not pay any legal costs and expenses arising from:</p> <ul style="list-style-type: none">• 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.

Section 20 – Motor Legal Expenses (continued)

What is covered

What is not covered

Conditions applying to Section 20

We will provide this cover provided that:

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

Conditions that apply to Section 20

If you do not keep to the conditions, we may cancel the policy and refuse any claim and withdraw from any current claim. These conditions apply in addition to the General Policy Conditions described on pages 41-44.

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. Make sure that your legal representative keeps to condition 2 below.

Your legal representative must do the following:

1. Get our written permission before instructing a barrister or expert witness.
2. Tell us if, at any stage, there 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 or any offer to settle the matter.
4. Report the result of the claim to us when it is finished.

We will have the right to do the following:

1. Contact the legal representative at any time, and have access to all statements, opinions and reports.
2. End your cover if, during the course of the claim, we think there 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 any 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 21 – European Breakdown Cover

This section is underwritten by Great Lakes Reinsurance (UK) PLC, Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Benefits and services are provided by Aria Insurance Services Limited.

- Aria Insurance Services Limited is registered in England & Wales No. 758979 Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN, United Kingdom. Aria Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 311883.
- Great Lakes Reinsurance (UK) PLC, Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ, Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 202715.

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

The definitions shown on pages 10 to 12 all apply except for the following which have been amended.

Special Definitions that Apply to Section 21

We, Us, Our

Wherever this relates to Section 21 of **your policy**, Aria Insurance Services Limited.

You, Your

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

Your Vehicle

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

What is covered

a) Emergency Assistance

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

b) Message Relay

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

c) Chauffeur Cover

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

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

What is not covered

a) Emergency Assistance

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

b) Message Relay

The provision of more than three messages.

c) Chauffeur Cover

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

Section 21 – European Breakdown Cover (continued)

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

Special Exclusions applying to Section 21

1. **Your vehicles** which have not been maintained and operated in accordance with the 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 vehicles** being used for hire or reward, motor racing, (whether against the clock or other competitors), rallies, speed or duration tests and track days, or practicing for such events.
6. **Your vehicles** temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which **our** agents have no access or **your vehicles** on motor trader's premises.
7. Claims arising from the 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. Additional expenses incurred for the transportation of pets, animals or livestock.
10. Any period in excess of 90 consecutive days that is spent outside the **UK**.
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.

Special Conditions applying to Section 21

1. When an **incident** occurs that may give rise to a claim **you** must contact **us** as early as possible. **We** will not be liable for any expenses that **you** incur before **you** have notified **us**.
2. **You** must make no admission, offer, promise or payment without **our** prior consent.
3. **We** will make every effort to provide the full range of services described in this section. Remote geographical locations or unforeseeable adverse local conditions may prevent this. In all cases where such difficulties arise, the full monetary benefits of this section will apply.
4. **You** will be required to reimburse **us** within seven days of **our** request to **you** any costs or expenses that **we** have incurred on **your** behalf which are not covered under the terms of this section.
5. At the time of making a claim **you** must provide proper evidence of 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.

Endorsements

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

Endorsements (continued)

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

Endorsements (continued)

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL22	Excluding Driving other Cars – Specified Person (Name) Section 2 of this policy is cancelled for the person(s) named against this endorsement on your schedule .
HL23	Excluding Driving other Cars Section 2 of this policy is cancelled.
HL24	Agreed Value (Registration) The most that we will pay (including accessories and spare parts) is the amount shown against this endorsement on your schedule providing the last declared value reflects its true current condition.
HL25	Owner’s Interest (Registration) Your vehicle is owned by the person(s) or organisation named against this endorsement on your schedule .
HL26	Excluded Driver (Name) We will not provide any cover unless we are required to because of road traffic legislation while the person(s) named against this endorsement on your schedule is driving or is in charge of your vehicle .
HL27	Driver to be accompanied (Name) We will not provide any cover unless required by road traffic legislation while the person named against this endorsement on your schedule is driving or is in charge of your vehicle unless they are accompanied by <ul style="list-style-type: none"> • A driver who is aged over 25 and has held a full UK licence for 3 years or more • A Department of Transport approved driving instructor or examiner Once the person named against this endorsement has passed their UK driving test (both theory and practical) this endorsement will be deemed to be obsolete.
HL28	Excluding use to and from a place or work or study (Name) We will not provide any cover while your vehicle is being driven by or is in the charge of the person(s) named against this endorsement on your schedule between their home address and place of work or study. Additionally there is no cover while your vehicle is being kept or stored at their place of work or study.
HL29	Imported Vehicles and Specialist Vehicles (Registration) <ul style="list-style-type: none"> • The ‘new car replacement’ benefits in Sections 8 and 9 do not apply • The ‘temporary replacement car’ benefit provided under Section 10 will only apply for 21 consecutive days. You may choose to use this benefit whilst parts are being sourced or once all parts have been sourced and work can begin. We will not be liable for any charges incurred as a result of a temporary replacement vehicle being kept for more than 21 days • The maximum payable under Section 17 is limited to £500 after deduction of the excess regardless of who replaces it.
HL31	Garage Warranty (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless your vehicle is kept in a locked and secured building whilst your vehicle is at or within a one-mile radius of the address notified to us as being the address where your vehicle would be kept overnight.
HL32	Drink and Drugs (Name) We will not provide any cover unless we have to meet a requirement of road traffic legislation if an accident happens and the person named against this endorsement on your schedule is convicted of an offence involving drink or drugs as a result of the accident.

Endorsements (continued)

Endorsement Number	The endorsements that are shown on your schedule are explained below. These endorsements amend the level of cover provided or alter the terms and conditions under which a claim is valid. Only the endorsements shown on your schedule apply to your policy.
HL33	Additional Business Use (Name) We will cover the person named against this endorsement on your schedule to use your vehicle in connection with their business, profession or occupation.
HL34	Fuel cut-off switch or battery isolator (Registration) We will not provide cover under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy unless a fuel cut-off switch or battery isolator is fitted to your vehicle and has been activated when the vehicle is left unattended .
HL35	Motor homes (Registration) We will not provide cover: <ol style="list-style-type: none"> 1. under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) for fire arising from the use of, or directly caused by heating, lighting, or cooking apparatus unless a serviceable fire extinguisher is being carried in your vehicle. 2. under Section 6 (Personal Accident) arising out of the use of, or directly caused by heating, lighting or cooking apparatus in your vehicle.
HL36	Mechanical Immobiliser (Registration) Your motorcycle must be fitted with an approved mechanical immobiliser and it must be operational when you leave the motorcycle. If you do not do this we may not deal with any theft or attempted theft claim under Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) of your policy .
HL37	UK only Breakdown Cover (Registration) Section 21 of this policy is amended to operate in the UK only for the vehicle shown against this endorsement .
HL38	Breakdown Cover Excluded (Registration) Section 21 of this policy is cancelled for the vehicle shown against this endorsement .
HL39	Laid up cover (Registration) We will only provide cover under Section 8 (Damage to Your Vehicle) and Section 9 (Loss or Damage to Your Vehicle by Fire or Theft) for your vehicle shown against this endorsement on your schedule . This cover will only apply while your vehicle is kept in a locked building at an address notified to and agreed by us or while it is being transported to an exhibition or show without using its own power.
HL40	Additional excess (Name) If a claim is made under Section 4,5,6,7,8,9,10,13 or 18 the amount shown on your schedule against this endorsement will apply while the person show against this endorsement is driving or is in charge of your vehicle . This is in addition to any amount shown against endorsement HL1, HL2 and HL3 on your schedule and any excess shown in Section 8 (Damage to Your Vehicle) of your policy for a young or inexperienced driver.
HL41	EU Breakdown Cover Excluded (Policy) Section 21 of this policy is cancelled.

General Policy Exclusions

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

This insurance does NOT cover

Acts of War, Terrorism and Civil Disturbance

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

Airside

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

Carrying Passengers for Money

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

Confiscation

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

Competition and Track Use

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

Contamination or Pollution

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

Contractual Liability

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

Damage by vermin, animals and fungus

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

Deception

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

Deliberate or Criminal Acts

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

Deliberate or Illegal Acts

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

Earthquakes

Any loss or damage caused by earthquakes.

Loss of Value

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

Nuclear or Radiation Hazard

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

Overloading

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

Sonic Bangs

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

General Policy Exclusions (continued)

Vehicle Use

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

- Used outside of the limitations of use shown on **your certificate of motor insurance**
- Driven by or 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 21 (European Breakdown Cover) of this **policy** or it has been stolen or taken without **your** permission
- In the charge of anyone who has never held or is disqualified from holding or is prevented by law from obtaining a driving licence including **you**
- Driven whilst in an unsafe or unroadworthy condition or does not have a valid MOT certificate where required
- Driven whilst carrying an insecure load or whilst towing a trailer that is unsafe or is carrying an insecure load
- Driven whilst towing anything for payment
- Driven whilst towing more than one trailer at any one time
- Driven outside the limitations of the driver's licence
- Driven outside the **UK**, unless allowed by Section 18
- Driven with a load or a number of passengers which is unsafe or greater than the 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
- Used for any purpose connected with the motor trade, unless this use is described on **your certificate of motor insurance**.

General Policy Conditions

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

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

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

2. Compulsory insurance

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

3. Cancelling your policy

Following the expiry of your statutory cooling-off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered plus an administration charge to cover Home & Legacy's costs, unless you have made a claim or an incident has occurred which may result in a claim.

If you have made a claim or an incident has occurred which could result in a claim you may be required to pay the premium for period of insurance shown on your schedule.

The refund in premium will be calculated on a proportionate basis for the time for which you have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover Home & Legacy's costs will be £50 where cover has been provided for a single vehicle throughout the period of insurance; or £100 where cover is provided for more than one vehicle or has been provided for more than one vehicle during the period of insurance irrespective of the number of your vehicles remaining on cover at the time of cancellation.

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

All valid certificates of motor insurance must be returned to your intermediary or Home & Legacy immediately following cancellation.

We can cancel this policy if there are grounds to do so by sending you fourteen (14) days' notice in writing by recorded delivery to you at your last known address.

We may cancel your policy if:

- 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 we discover that you misrepresented information or facts you gave to 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.

If we cancel your policy you will be entitled to a refund of the premium paid, 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.

General Policy Conditions (continued)

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.

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.

4. 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 the vehicle(s) **you** wish **us** to cancel cover for **you** will be required to pay the premium for that/those vehicle(s) for the agreed **period of insurance** shown on **your** schedule.

The refund in premium will be calculated on a proportionate basis for the time for which **you** have received cover based on the annual premium payable (subject to Insurance Premium Tax, where applicable).

5. Arbitration

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

6. Taking precautions

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

7. Fraud

If **you** or anyone acting on **your** behalf make any false or fraudulent claim or supports a claim by false or fraudulent

document, device or statement, this **policy** shall be void and **you** will forfeit all rights under this **policy**. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under this **policy**.

8. Vehicle sharing

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

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

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

9. Change of Circumstances

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 following are the changes **you** must tell **us** about:

- 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;
- 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;

General Policy Conditions (continued)

- 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 the vehicle and details of drivers **you** have not told **us** about before;
- k. Any change affecting ownership of the vehicle.

If **you** are in any doubt, please contact **your** insurance intermediary or 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 3.

10. Rights of Third Parties

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

11. 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** intermediary in good time before **your policy** expires with full details of next year's premium and terms.

You will be asked to contact **us** or **your** 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.

12. 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.

13. Taking Care

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

14. Assignment

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

15. Abandonment

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

16. Claims Procedure

- After any **incident** that could lead to a claim being made against this **policy**, **you** must tell **us** immediately by calling the **Home & Legacy Helpline**. If the **incident** involves theft, attempted theft or vandalism **you** must also report this to the Police as soon as the **incident** is discovered.

General Policy Conditions (continued)

- After an accident **you** must take all reasonable precautions to protect **your vehicle** and its **accessories and spare parts**. **You** must contact **us** so that **we** can arrange to collect **your vehicle** and take it to the agreed repairer. **We** will not pay for any further damage that **you** cause through trying to drive **your vehicle**. If **we** recommend an approved repairer to **you** there is no need to get an estimate for the work but if **your** own chosen repairer is used then **you** must send **us** an estimate. **We** will at **our** option choose to inspect **your vehicle** before repairs are authorised. **We** will not be responsible for the cost of any work carried out or parts used without **our** authorisation. If **we** think that the estimate is unreasonable **we** may choose to negotiate a lower estimate, pay **you** the cash equivalent of the price **we** consider reasonable or move **your vehicle** to another repairer. **We** have the right to move **your vehicle** to a place of safe storage without asking **you** first.
- **You** must send **us** any letters, 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.

17. 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.

18. Basis of Settlement

If **your vehicle** is damaged and a part or accessory cannot be repaired or replaced, **we** will only pay **you** the amount shown in the manufacturer's last UK list price. If **we** know that **your vehicle** is an imported vehicle which **we** have agreed to cover and the damaged part or accessory has never been available in the UK, **we** will only pay the manufacturer's last list price in the country **your vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair **your vehicle**. If **your vehicle** is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, when **we** settle **your** claim **your vehicle** will become **our** property. **We** will not refund any premium for the period of insurance that **you** have left but **we** may decide to let the cover continue for a replacement vehicle.