

# Premier Motor - Policyholder Notice

## You must read this information to understand your cover for the next policy year

We have made some changes to the Premier Motor policy wording. These changes apply to the document with version reference code **ACPERHL1539 6.15** and **ACPERHL1539 -1 08.16**. The changes will apply from your first renewal on or after **1<sup>st</sup> February 2017**. Please ensure you read the changes carefully as they form part of your contract of insurance.

**If you'd like a copy of the latest version of policy wording with the changes included we can send or email a copy to you upon request or you can download one from our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)**

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### The insurers & the administrators (pages 6 and 7)

For Section 3, all reference to UK General has been removed.

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

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### No claim discount (page 9)

The paragraphs under this heading are amended as below.

#### NO CLAIM DISCOUNT

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

If a claim is made under your policy which is not your fault **we** will not reduce your no claim discount entitlement. If your renewal is due and our investigations into your claim are still ongoing **we** may reduce the no claim discount for your vehicle provisionally until **our** investigations are completed. If **we** then agree to restore your no claim discount **we** will refund any extra premium paid by you.

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

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### If you cancel your policy within the first 14 days (page 10)

We no longer require you to return the certificate(s) of motor insurance if you cancel within the first 14 days.

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### If you cancel your policy after the first 14 days (page 11)

We have amended these paragraphs to give greater clarity about how premium refunds are calculated and also to reflect that we no longer require you to return the certificate(s) of motor insurance.

#### If you cancel your policy after the first 14 days

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

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

For Section 1 – Loss or damage to your vehicle and Section 2 – Your liability to others, the refund of premium plus Insurance Premium Tax, where applicable, will be calculated on a proportionate basis for the time for which you have received cover. For Section 3 – Motor legal expenses and Section 4 – UK & European breakdown **we** do not allow a refund of premium. An additional charge to cover Home & Legacy's administration costs will be deducted from any refund due. This charge will be £50 where cover has been provided for a single vehicle throughout the period of insurance; or £100 where cover is provided for more than one vehicle during the period of insurance irrespective of the number of vehicles remaining on cover at the time of cancellation.

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

If you have selected optional extension 1 – Agreed Value for your vehicle(s) and you decide to cancel your policy after the first 14 days, **we** will not refund the amount you paid with your premium to arrange for **us** to obtain an independent valuation(s) to agreed value for your vehicle(s).

If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.

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

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA  
Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: info@homeandlegacy.co.uk

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### **Data protection - how we use your information (pages 12 and 13)**

The Data Protection information has been updated. The changes are shown in **bold** below. All other paragraphs remain unchanged.

#### **Insurance administration**

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us, our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. **Where this happens we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.**

The first sentence of the third paragraph has is amended to:

**In assessing any claims made, we may obtain and store any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and validating your claim.**

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

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

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

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

**We may also use information relating to you and your property supplied to us by other third parties.**

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### **If you are not satisfied (page 15)**

The procedure for making a complaint is updated as below:

#### **Making a complaint**

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

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

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

If your complaint relates to the service provided by your insurance intermediary, the insurers, any of **our** agents or any provider of services you are entitled to under this policy, your concerns may be passed on to them for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint. Complaints which the insurers are required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

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

If the situation has not been resolved within eight (8) weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

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

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

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

Telephone: 0300 123 9 123. This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

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

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

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

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## What our words mean - applicable for Section 4 (page 21)

The definition for 'Your vehicle' is amended as below to give better clarity:

### Your vehicle

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

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

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

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

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

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## Section 1 – New car replacement (page 22)

We have amended the new car replacement benefit. We will now replace your vehicle with a new car of the same make, model and specification (subject to availability within the UK) within 36 months of you or your partner buying your vehicle from new. The benefit is currently provided for vehicles aged up to 24 months.

A new paragraph has also been included:

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

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## Section 1 – Additional cover 17 – using your vehicle abroad (page 28)

The third exclusion is amended as below to explain that we may be able to provide cover outside of the territorial limits upon request.

### WHAT IS NOT COVERED

- **Your vehicle** while it is being used outside the **territorial limits** unless **we** have given **our** agreement in advance of **your** trip. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide you with a **Green Card** and an additional premium will be required.

### Section 3 – Part A - Uninsured loss recovery (page 35)

An additional exclusion has been added under 'What is not covered' as below :

#### WHAT IS NOT COVERED

- Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute.

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### Section 3 – Part B - Motor prosecution defence (page 36)

The description of the cover included has been amended as below to give great clarity:

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

We will provide this cover as long as:

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

#### Limit of cover

£100,000 for any one **incident**.

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### Section 3 – Part C – Motor contract cover (page 36)

The description of the cover included for this Part has also been amended as below to give great clarity:

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

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

We will provide this cover as long as:

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

#### Limit of cover

£100,000 for any one **incident**.

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### Section 4 – Part A – Emergency Assistance (page 38)

Following the change of insurer for this Section the cover has been amended. We will now transport your vehicle to a local garage that is within 15 miles for repair. Please also note that there is no cover for your vehicles aged over 20 years outside of the UK. The cover is restated as below.

#### PART A – EMERGENCY ASSISTANCE

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

#### Limit of cover

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

#### WHAT IS NOT COVERED

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

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### Section 4 – Part C – Chauffeur cover (page 38)

An additional exclusion has been added under 'What is not covered' as below.

#### WHAT IS NOT COVERED

- **Your vehicle(s)** aged over 20 years while outside of the **UK**

### Section 4 – Part E – Repatriation (page 39)

An additional exclusion has been added under 'What is not covered' as below.

#### WHAT IS NOT COVERED

- **Your vehicle(s)** aged over 20 years while outside of the **UK**.

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Financial Services Register number 307523. A member of the British Insurance Brokers Association.

Calls may be recorded for our joint protection, training and/or monitoring purposes

## Section 4 – Exclusions applying to Section 4 (page 40)

Exclusion 9 which applies for all cover provided under Section 4 is replaced by the following:

**We will not cover you** for

- 9 The cost of or providing assistance to **you** to make any arrangements for the transportation of horses or livestock following a **breakdown** or the occurrence of an **incident** covered under any other section of the policy. **You** will need to make **your** own arrangements for the transportation before **we** can provide **you** with any assistance.

## General policy conditions (pages 45 to 50)

We have made the following changes to the General policy conditions.

- 1) The condition '**Cancelling cover for your vehicle(s) insured on a multi-vehicle policy**' is amended to clarify that if the policy cover is cancelled we do not allow a refund of premium for Section 3 – Motor Legal expenses or Section 4 – UK & Europe breakdown. The condition is restated as below.

### **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 **your 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** policy schedule.

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

If the amount due when **you** cancel the policy is more than the amount **you** have paid **you** may be asked to pay the difference.

- 2) We have restated the condition '**Fraud**' to read:

### **Fraud**

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

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

Then, **we** may:

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

- 3) We have revised the condition '**Our cancellation Rights**' as follows.

### **Our cancellation rights**

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

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

**We** may cancel **your** policy if:

- a) **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;

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- 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 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) the premium is not paid;
- e) **we** reasonably suspect fraud.

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

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

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

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

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

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## Other Important Information

### Before renewing your policy

Please check your Renewal Schedule and Statement of Facts documents very carefully to ensure they are complete, correct and fully reflect your current circumstances/requirements. It is very important to fully review and consider any endorsements and/or terms that are noted on the Renewal Schedule as failure to comply with the terms and conditions they impose could invalidate your cover. We need to be informed about any changes to the information shown or if the information is incorrect or incomplete, otherwise this may affect your ability to claim under the policy.

### Ensuring that you have continuous cover

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

### Insurance Premium Tax (IPT)

Please note the standard rate of insurance premium tax (IPT) is 10 % from 1st October 2016 (increased from 9.5%).