

## POLICY WORDING

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## ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

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

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

# Welcome

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

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

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

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

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



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

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

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

# Important advice information

## FOR GENERAL ADVICE

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

Contact **Home & Legacy**:

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

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

## FOR LEGAL ADVICE & ASSISTANCE

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

Contact The Specter Partnership:

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

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

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

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

## TO REPORT CLAIMS

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

For guidance on how to make a claim, please refer to page 4 and the General policy condition headed 'Your duty when you have a claim' on page 53.

Contact the **Home & Legacy** claim helpline

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

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

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

# Making a claim – useful information

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

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

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

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

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

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

Show as much detail as possible and try to include:

- the position of all the vehicles before and after the incident;
- speeds and distances;
- road names and layout;
- where the witnesses were standing and how many passengers were in each vehicle;
- any obstructions to your or other road users' view.

If possible take photographs, even on a mobile phone.

## INCIDENTS ABROAD

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

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

## CLAIMS UNDER SECTION 3 – MOTOR LEGAL EXPENSES

### **Important information about reasonable prospects of success**

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

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

# Things we need to tell you about

## THIS POLICY

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

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

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

## HOME & LEGACY

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

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

Section 1, Loss or damage to your vehicle, and section 2, Your liability to others of this policy are underwritten by an insurer selected from **Home & Legacy's** insurer panel. The name of the insurer(s) who underwrites sections 1 and 2 will be shown on your policy schedule.

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

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

Lawshield UK Ltd is registered in England & Wales number 3360532. Registered Office: 850 Ibis Court, Centre Park, Warrington WA1 1RL, United Kingdom authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 306793.

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

## WHAT OUR WORDS MEAN

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

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

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

## OUR AGREEMENT WITH YOU

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

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

We recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.

# Things we need to tell you about

## Your policy includes:

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

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

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

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

## THE COST OF THE INSURANCE

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

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

Generally, the greater the risk to **us**, the higher the premium will be. For example, a policy involving adverse claims experience or where your vehicle(s) are being driven by an inexperienced driver(s) will have a larger premium than one where there are no previous claims or where your vehicle(s) are being driven by an experienced driver(s).

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

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

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

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

## THE RENEWAL OF THE CONTRACT OF INSURANCE

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

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

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

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

## NO CLAIM DISCOUNT ENTITLEMENT

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

If you do not make a claim the no claim discount entitlement for each of your vehicles insured will continue to increase at each renewal for up to a maximum of 15 years.

**We** will not reduce your no claim discount entitlement for:

- i claims you make for incidents that are not your fault
- ii claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paint work directly caused by broken glass
- iii claims you make following an incident with an uninsured driver whom **we** cannot trace.

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.

# Things we need to tell you about

**We** will automatically guarantee your no claim discount entitlement where you have 4 or more years no claim discount when you first start or renew the cover for your vehicle(s). Your no claim discount entitlement will not reduce regardless of the number of claims you make, whether or not you are at fault.

Guaranteeing your no claim discount does not protect the overall price of your policy. The price of your insurance policy may increase following an accident even if you were not at fault.

Please note not all claims you make will impact your no claim discount.

## ENSURING YOU HAVE CONTINUOUS COVER

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

## REQUESTING A POLICY DOCUMENT

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

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

## IF YOUR INFORMATION OR CIRCUMSTANCES CHANGE

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

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

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

Please refer to the General policy condition, Change of circumstances and information on page 50 of this **policy** which sets out the circumstances and type of information that **you** are required to tell **us** about.

In some circumstances **we** may not be able to continue your policy following the changes, where this happens you will be told and the policy will be cancelled in line with the provisions of the General policy conditions, Our cancellation rights on page 52.

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

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

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

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

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

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

Telephone: **0344 893 8360** or if you are calling from overseas  
**+44 (0) 20 3118 7777**  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

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

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

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

If you choose to cancel your policy you will be entitled to a refund 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.

# Things we need to tell you about

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 agree 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](mailto:info@homeandlegacy.co.uk)

## THE FINANCIAL SERVICES COMPENSATION SCHEME

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

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

Tel: **0207 741 4100**

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

## OUR USE OF LANGUAGE

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

## OUR CHOICE OF LAW

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

- you and **we** agree otherwise; or
- at the date of the contract, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law applicable in that territory will apply.

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

## TELEPHONE RECORDING

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

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

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

### Insurance Administration

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

If you give **us** information about another person, in doing so you confirm that they have given you permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** may obtain and store any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and validating your claim. **We** or **our** agents may also do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators, professional advisers or mediation companies). If you believe that **we** are

# Things we need to tell you about

holding any inaccurate information about you please contact **us**. **We** will be happy to correct any errors.

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

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

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

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

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

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

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

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

## **Sensitive Data**

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

## **Fraud Prevention and Detection**

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

- share information about you with other organisations and public bodies including the police;
- do credit searches and additional fraud searches;

- check and/or file your details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with insurers, and if you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

**We** and other organisations may also search these agencies and databases to:

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

## MOTOR INSURANCE DATABASE

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

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

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

## CUSTOMER SATISFACTION SURVEYS

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

# Things we need to tell you about

## MAKING A COMPLAINT

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

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

Telephone: **0344 893 8360** or if you are calling from overseas

**+44 (0) 20 3118 7777**

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

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

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

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

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

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service.

In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have **our** permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. The Financial Ombudsman Service can be contacted at:

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: **0300 123 9 123**

From abroad, please call **+44 20 7964 0500**

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

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

# What our words mean

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

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

## **Accessories and spare parts**

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

## **Agreed value**

The amount **we** agree to pay to replace **your vehicle** in the event of a **total loss**, as shown on the valuation certificate **we** provide to **you** following an assessment of the value of **your vehicle** carried out by an independent valuer **we** instruct on **your** behalf.

## **Certificate of motor insurance**

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

## **Commercial vehicle**

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

## **Contaminant or pollutant**

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

## **Endorsement**

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

## **Excess**

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

### **Immediate family**

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

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

### **Incident**

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

### **Inexperienced driver**

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

### **Market value**

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

### **Partner**

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

### **Pedal cycle**

A two wheeled, human powered, pedal driven **vehicle** with no other means of propulsion.

### **Period of insurance**

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

### **Policy schedule**

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

### **Statement of facts**

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

### **Temporary replacement vehicle**

A vehicle which is loaned or hired to **you** with **our** agreement following an **incident we** have agreed to provide cover for under **your** policy.

# What our words mean

## **Territorial limits**

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

## **Total loss**

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

## **United Kingdom or UK**

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

## **Unattended**

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

## **Vehicle**

The **vehicle(s)** shown on **your policy schedule** as being covered under this policy; or 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**.

## **Vehicle specification**

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

## **We, Our, Us**

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

## **You, Your**

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

## **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.

## **APPLICABLE FOR SECTION 3**

## **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.

## APPLICABLE FOR SECTION 3 (CONT)

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

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

### **Legal representative**

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

### **Prospects of success**

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

### **Small claims limit**

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

### **Small claims track**

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

### **Standard basis**

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

## APPLICABLE FOR SECTION 4

### **Breakdown**

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

### **You, Your**

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

# What our words mean

## **Your vehicle**

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

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

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

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

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

# Section 1 – Loss or damage to your vehicle

## THE COVER

Section 1 sets out the cover **we** give for the **vehicle(s)** (including any optional extensions **you** have selected and shown as included on **your policy schedule**), what is not covered and how **we** pay claims.

There are General policy exclusions and General policy conditions that apply to all sections of this policy and these can be found on pages 46 to 53.

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

## WHAT IS COVERED

**We** will cover **you** for all risks of physical loss of or physical damage to **your vehicle** and its **accessories and spare parts** or a **temporary replacement vehicle** anywhere within the **United Kingdom**, unless any exclusions apply or **we** have stated differently elsewhere in this policy document or on **your policy schedule**.

### Limit of cover

- a) for **your vehicle(s)** either the **market value** or if the optional extension 1 – Agreed Value is shown on **your policy schedule** as included, the **agreed value**.
- b) for a **temporary replacement vehicle**, the **market value**.

## WHAT IS NOT COVERED

- The amount of any **excess** shown in **your policy schedule** including if applicable, any additional **excess** that applies if the driver of the **vehicle** is an **inexperienced driver**, a young driver (under 25 years), or a driver who does not hold a full **UK** driving licence.
- Any payment for the loss of use of the **vehicle**.
- Any damage to tyres of the **vehicle** caused by braking, punctures, cuts or bursts.
- Any damage caused by frost unless you took reasonable precautions to protect the **vehicle**.
- Repairing or replacing any parts **you** add to **your vehicle** during the **period of insurance** which improves its performance, increases its value or alters its appearance unless **we** have been notified and agreed to provide cover beforehand.
- Repairing or renewing any areas of **your vehicle** that has not been damaged as a result of the **incident you** are making a claim for.
- Any mechanical, electrical, electronic, computer or computer software, failure, fault or breakage to **your vehicle** or any maintenance cost to **your vehicle** caused by wear or tear.
- Loss or damage caused when the **vehicle** is left **unattended** when the last person in charge of the **vehicle** is not shown on **your certificate of motor insurance** as a permitted driver.

# Section 1 – Loss or damage to your vehicle

## WHAT IS NOT COVERED (CONT)

- Loss of or damage to **your vehicle**, or its **accessories and spare parts** when **your vehicle** is left **unattended** unless all ignition keys have been removed and all doors, windows and other openings closed and locked so that **your vehicle** is fully secured. This applies even for short periods such as in a petrol station.
- Loss or damage as a result of **your vehicle** having to be returned to its rightful owner.
- Loss or damage as a result of **your vehicle** being repossessed.
- Any reduction in value of **your vehicle** including loss of value following damage whether or not **your vehicle** is repaired.
- Any **accessories or spare parts** of a **temporary replacement vehicle**.
- A **temporary replacement vehicle** for use outside of the **UK** when an **incident we** have agreed to cover has occurred within the **UK**.
- A **temporary replacement vehicle** being used outside of the class of use permitted under the policy, as specified in **your certificate of motor insurance**.
- Anyone using a **temporary replacement vehicle** who is not named on the **certificate of motor insurance** applicable for **your vehicle** which is the subject of the claim for an **incident we** have agreed to cover.
- The fuel that **you** use whilst **you** have a **temporary replacement vehicle**.
- Any fines, penalties or charges that **you** incur whilst you are using a **temporary replacement vehicle**.
- Costs incurred if **you** keep the **temporary replacement vehicle** 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.

## ADDITIONAL COVER 1 – CAR JACKING

**We** will pay costs **you** incur for medical expenses, trauma counselling and any other associated expenses if **you** suffer a physical assault as a direct result of an **incident** involving aggravated or attempted theft of the **vehicle**.

### Limit of cover

£5,000 in total for each **incident**.

## WHAT IS NOT COVERED

- Any **incident** not reported to the police within 7 days of occurrence.
- Any **incident** that occurs outside of the **UK**.
- Any **incident** if the assault is by a person known by **you** or **your immediate family**.

## ADDITIONAL COVER 2 – CHILD CAR SEATS

**We** will pay to replace any child car seat in the **vehicle** at the time of an insured **incident** with one of equivalent quality even if the seat has not suffered any obvious damage.

## ADDITIONAL COVER 3 – EMERGENCY EXPENSES

**We** will pay the cost of any necessary overnight accommodation, meals and telephone expenses or the cost for **you** and anyone travelling in **your vehicle** with **you** to travel home or to reach **your** intended destination if **your vehicle** is stolen or damaged as a result of an **incident** covered by this policy.

### Limit of cover

£150 per person up to a maximum of £1,200 for any one **incident**.

## WHAT IS NOT COVERED

- Any **incident** that happens less than 25 miles away from **your** residential address.

## ADDITIONAL COVER 4 – ENTERTAINMENT, COMMUNICATION & NAVIGATION EQUIPMENT

**We** will pay 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.

### Limit of cover

The cost to repair the equipment or to replace it with the same or equivalent equipment.

**Your** no claim discount entitlement or guaranteed no claim discount entitlement (if applicable) will not be affected if **you** make a claim for this additional cover unless **you** are also making a claim for the same **incident** under Additional Cover 4 – Glass damage.

## WHAT IS NOT COVERED

- **We** will not cover portable items such as mobile telephones, compact discs, DVDs, removable navigation equipment or other storage devices.
- Loss of or damage to any items if **your vehicle** is a motorcycle.

## ADDITIONAL COVER 5 – FUTURE DISABILITY

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

### Limit of cover

£10,000

# Section 1 –

## Loss or damage to your vehicle

### ADDITIONAL COVER 6 – GLASS DAMAGE

**We** will pay to repair or replace damage to the glass windscreen, windows or sunroof of the **vehicle**. **We** will also pay to repair any scratches on the bodywork caused by broken glass, as long as there has not been any other loss or damage to the **vehicle**.

#### Limit of cover

£1,000 for **your vehicle(s)** that are motor homes or horseboxes and for **your** other **vehicle(s)** the cost to repair the damage or to replace the broken glass.

If **you** do not call the Home & Legacy Helpline to arrange for **our** approved supplier to repair or replace the damaged glass, cover is limited to £500 for any one **incident**.

If the glass of **your vehicle** is damaged whilst **your vehicle** is outside of the **UK** but within the **territorial limits you** may have the work to repair or replace the damage carried out abroad and **we** will reimburse **your** costs. **You** will need to send **us** written notification giving full details of the **incident** and provide an invoice for the work. **We** will reimburse **you** after deducting the **excess** for glass as shown on **your policy schedule**.

### WHAT IS NOT COVERED

- For replacement glass, the **excess** shown on **your** policy schedule.

### ADDITIONAL COVER 7 – HOSPITAL EXPENSES

**We** will pay for hospital expenses incurred by **you** and anyone travelling in **your vehicle** who is injured as a result of an **incident** covered by this policy who has to stay in hospital for more than 24 hours.

#### Limit of cover

£1,000 in total for each **incident**.

### WHAT IS NOT COVERED

- Any expenses incurred as a result of an **incident** while **you** or anyone travelling in **your vehicle** are on a motorcycle.

### ADDITIONAL COVER 8 – INAPPROPRIATE FUEL

**We** will pay to clean the fuel system and other associated parts of **your vehicle**, or to repair damage to **your vehicle** if **you** accidentally fill it with an inappropriate grade or type of fuel.

#### Limit of cover

£2,500 for each **incident**.

### WHAT IS NOT COVERED

- Damage caused by fuel that was not purchased from a licensed fuel supplier.
- Damage that has occurred gradually over a period of time.

## ADDITIONAL COVER 9 – KEYS & LOCKS

**We** will pay the cost to replace all keys and locks of **your vehicle** or electronic garage door openers, if the keys (this includes cards, fobs, transmitters and transponders) are lost or stolen.

**We** will also pay the associated cost of re-coding a tracking system and the cost of replacing any alarm or immobiliser, if this is necessary.

**You** will not have to pay an **excess** for claims under this additional cover.

## ADDITIONAL COVER 10 – LIKE FOR LIKE TEMPORARY REPLACEMENT VEHICLE

**We** will provide **you** with a **temporary replacement vehicle** or **you** may arrange to hire a vehicle of a similar specification to **your vehicle** (or a Mercedes C Class) if an **incident we** have agreed to cover under **your** policy occurs where **your vehicle**:

- a) cannot be used by **you** because it is being repaired; or
- b) cannot be repaired because **we** consider it to be a **total loss**; or
- c) is stolen but has not been recovered;

If **we** provide **you** with a **temporary replacement vehicle** this will be either:

- an executive or prestige car such as a Mercedes C Class or equivalent; or
- a vehicle of a similar **vehicle specification** to **your vehicle**.

If **we** do not provide **you** with a **temporary replacement vehicle** (subject to a maximum limit of £1,000) **we** will not apply the **excess** for **your vehicle**.

### Limit of cover

For a) **we** will pay for the **temporary replacement vehicle**:

- until **your vehicle** has been repaired and returned to **you**; if the **temporary replacement vehicle** is an executive or prestige car such as a Mercedes C Class or equivalent; or
- where the **temporary replacement vehicle** is of similar **vehicle specification** to **your vehicle**; until **your vehicle** has been repaired and returned to **you**; or up to a maximum of £5,000, whichever happens sooner.

For b) and c) **we** will pay for the **temporary replacement vehicle** for up to 21 days or up to a maximum of £5,000, whichever happens sooner.

## ADDITIONAL COVER 11 – LOSS OF VEHICLE TAX

**We** will pay for the unexpired portion of the vehicle tax for **your vehicle** if **you** are not able to recover it from the licensing authorities if **your vehicle** is declared a **total loss**.

# Section 1 –

## Loss or damage to your vehicle

### ADDITIONAL COVER 12 – MEDICAL EXPENSES

We will pay the cost of medical expenses incurred by **you** and anyone travelling with **you** in the **vehicle** who is injured as a result of an **incident** involving the **vehicle**.

**Limit of cover**

£500 in total per **incident**.

### WHAT IS NOT COVERED

- Any expenses incurred as a result of an **incident** on a motorcycle.

### ADDITIONAL COVER 13 – PEDAL CYCLES

We will pay to repair or replace any **pedal cycle** being carried legally on or in **your vehicle** that damaged as a result of an insured **incident**.

**Limit of cover**

£750 per **incident**.

### ADDITIONAL COVER 14 – PERSONAL ACCIDENT

We will pay **you** or anyone travelling with **you** in **your vehicle** if as a direct result of an **incident** involving an insured **vehicle** bodily injury is suffered which is the sole cause of:

- death;
- permanent loss of a limb;
- loss of use of a limb; or
- permanent blindness in one or both eyes.

**Limit of cover**

£10,000 in total for all persons per **incident**.

### WHAT IS NOT COVERED

- Anyone aged 75 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 a) alcohol to an extent that contravenes the Road Traffic Act or b) any type of illegal drug at the time of the **incident**.
- Death or bodily injury caused to anyone whilst driving or riding on a motorcycle.
- An **incident** that occurs while **you** are driving illegally, or **you** or anyone travelling with **you** in **your vehicle** are committing or attempting to commit a crime.
- Any payment if **we** have already made a payment under section 2 of this policy (Your liability to others).
- Any payment under more than one insurance contract with the insurer(s) shown on **your policy schedule** for section 1 and 2 of **your** policy.

## ADDITIONAL COVER 15 – PERSONAL BELONGINGS

**We** will pay for loss of or damage to personal belongings owned by **you** or anyone travelling with **you** in **your vehicle** caused as the result of theft or attempted theft when **your vehicle** is left **unattended**. If:

- the personal possessions were hidden from view;
- the windows of **your vehicle** were closed;
- all doors and the boot or luggage compartment of **your vehicle** were locked; and
- any retractable or removable roofs closed.

### Limit of cover

For **your vehicle(s)** that are not a motor home, £500 for any single item or in total for any **incident**.

For **your vehicle(s)** that are a motor home, £3,500 in total for any **incident** with a limit for any single item of £500 except for camping equipment which is limited to £250 and awnings and gas bottle covers which is limited to £1,000.

**You** will not have to pay an **excess** for claims under this additional cover and **your** no claim discount entitlement will also not be affected.

## WHAT IS NOT COVERED

- Any personal belongings that are used in connection with **your** work or the work of anyone who was travelling with **you**.
- Cheque, credit, charge and store cards, cash, current bank and currency notes, cheques, bankers' drafts, postal and money orders, unused current postage stamps, travellers' cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.
- Any audio, visual, navigation, telecommunication and gaming equipment that is not permanently fitted to **your vehicle**.
- Personal belongings that are covered by another insurance contract.
- Personal belongings on or in a motorcycle.
- Personal belongings on or in a horsebox.

## ADDITIONAL COVER 16 – PERSONALISED VEHICLE REGISTRATIONS

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

### Limit of cover

£250

# Section 1 –

## Loss or damage to your vehicle

### WHAT IS NOT COVERED

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

### ADDITIONAL COVER 17 – REVOCATION OF DRIVING LICENCE FOR HEALTH REASONS

If **you** receive written notice that **your** driving licence has been revoked by the DVLA because of **your** ill health during the **period of insurance** we will continue your cover until the current **period of insurance** has ended. **We** will also pay towards the cost of funding alternative transport for **you** for the period of **your** incapacity or for up to 12 months whichever is sooner.

**Limit of cover**  
£3,000

### WHAT IS NOT COVERED

- Any claim if **you** are aged 75 or over at the start of the **period of insurance**.
- Any claim that **you** cannot substantiate by providing medical evidence.
- The first 7 days of **your** incapacity.
- Any claim **you** submit if **you** have suffered injury following an **incident** for which **your** driving licence has been revoked because **you** have committed an offence.

### ADDITIONAL COVER 18 – ROAD RAGE

**We** will pay towards **your** costs for medical expenses, trauma counselling or other associated expenses if **you** suffer a physical assault as a direct result of an **incident** involving **your vehicle**.

**Limit of cover**  
£5,000 for any one **incident** irrespective of the number of people involved in the **incident**.

### WHAT IS NOT COVERED

- Any **incident** proven to be initiated by **you**.
- Any **incident** that is not reported to the police within 7 days of occurrence.
- Any **incident** that occurs outside of the **United Kingdom**.
- Any **incident** if the assault is by a person known by **you** or the driver of the **vehicle**.

### ADDITIONAL COVER 19 – TEMPORARY SUBSTITUTION OF VEHICLE

**We** will cover **you** for loss or damage caused by fire, theft or attempted theft to a vehicle loaned to **you** by a member of the motor trade whilst **your vehicle** is in their control because it is being serviced or repaired. The loaned vehicle must be of the same or lesser vehicle specification as **your vehicle** and must be used in accordance with the **certificate of motor insurance** for **your vehicle** and any other applicable terms and conditions.

This cover 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

- A hire vehicle for use outside of the **UK** when the **incident** has occurred within the **UK**.
- A hire vehicle being used outside of the class of use permitted under the policy, as specified in **your certificate of motor insurance**.
- Any person using the hire vehicle who is not named on the **certificate of motor insurance** applicable for **your vehicle**.
- The fuel that **you** use whilst **you** have the hire vehicle.
- Any fines, penalties or charges that **you** incur whilst **you** are using the hire vehicle.
- Costs incurred if **you** keep the hire vehicle 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.

## ADDITIONAL COVER 20 – TRAILERS

**We** will pay the cost of the loss of or damage to any trailer (including horse trailers) and/or non-motorised horseboxes that belong to **you** for **incidents we** agree to cover, whether they are attached to **your vehicle(s)** or not.

### Limit of cover

£2,000 for any one **incident**.

## WHAT IS NOT COVERED

- Caravans or the contents of any trailer or caravan.

## ADDITIONAL COVER 21 – USING YOUR VEHICLE ABROAD

**We** will provide **you** with the same cover as **you** have in the **UK** under section 1 within the **territorial limits** while **you** are using **your vehicle** for social, domestic or pleasure purposes. **We** will also cover **your vehicle(s)** while being loaded, unloaded or transported between countries within the **territorial limits** by air, rail or a recognised sea route which takes less than 65 hours. **You** must notify **us** on every occasion before **you** travel abroad with **your vehicle**.

### Limit of cover

The maximum period for any one trip is 90 days.

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

# Section 1 – Loss or damage to your vehicle

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

## WHAT IS NOT COVERED

- **Your vehicle** while it is being used for any purpose other than social, domestic or pleasure.
- Anyone who is not named on **your certificate of motor insurance** as a driver of **your vehicle**.
- **Your vehicle** while it is being used outside the **territorial limits** unless **we** have given **our** agreement in advance of **your** trip.
- Any vehicle **we** have not agreed to cover under **your** policy.

## ADDITIONAL COVER 22 – VEHICLE SHARING

**We** will cover **your vehicle(s)** which are a private motor car(s) if **you** receive any payment for giving people lifts in **your** car, as long as

- a) **your** car is not made or adapted to carry more than eight passengers (not including the driver);
- b) **you** are not carrying the passengers in the course of a business of carrying passengers; and
- c) **you** are not making a profit from the payments **you** receive.

## ADDITIONAL COVER 23 – VEHICLE TRANSPORTATION

**We** will arrange to pay the cost to transport **your vehicle** to a repairer **we** have approved and to return it to **you** once the repairs have been completed, if **we** have agreed to accept **your** claim following an **incident**. 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.

In addition to paying the costs **we** have stated, **we** will also make the arrangements for **you** and any passengers travelling in **your vehicle** with **you** at the time of the **incident** to travel home or to reach **your** intended destination.

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

## OPTIONAL EXTENSION 1 – AGREED VALUE

**We** will pay **you** the **agreed value** as shown on **your policy schedule**, if **your vehicle** is considered by **us** to be a **total loss** following an insured **incident**.

## OPTIONAL EXTENSION 2 – DAMAGE WHEN DRIVING VEHICLES BELONGING TO OTHERS

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

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

### Limit of cover

£150,000

## WHAT IS NOT COVERED

- **We** will not provide a **temporary replacement vehicle** following any **incident we** agree to cover.
- **We** will not replace any car that is a **total loss** with a new replacement following an **incident we** agree to cover.

## OPTIONAL EXTENSION 3 – NEW VEHICLE REPLACEMENT

**We** will, subject to availability, replace **your vehicle** which is a private motor car less than 24 months old, with a car of the same make, model and specification if an **incident we** agree to cover under **your** policy occurs, as long as the cost to repair **your vehicle** is more than 60% of the last **United Kingdom** list price (including **accessories and spare parts**, vehicle licence tax and VAT) at the time **you** purchased **your vehicle**.

### Limit of cover

The **market value** if a replacement car is not available in the **United Kingdom**.

## WHAT IS NOT COVERED

- Any of **your vehicle(s)** not first registered as new in the **United Kingdom**.
- **Your vehicle(s)** if **you** are not the first and only keeper of them.
- **Your vehicle(s)** subject to a lease or hire purchase agreement, if the lessor, hire purchase company or interested party does not agree.

## HOW DAMAGE TO YOUR VEHICLE CLAIMS WILL BE SETTLED

### Damage to your vehicle claims

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

If **your vehicle** was first registered in the **United Kingdom** from new and is not insured for an **agreed value**, the most **we** will pay will be the **market value**.

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

# Section 1 – Loss or damage to your vehicle

## Salvage

If **your vehicle** is damaged so badly that the cost to repair it will be more than or equal to the **market value** (or if optional extension 1 is included, the **agreed value**) **you** may ask **us** to either:

- pay **you** an amount of cash equal to the **market value** (or the **agreed value**) in which case the salvage will become **our** property; or
- pay **you** an amount of cash equal to 70% of the **market value** (or the **agreed value**) in which case the salvage can remain **your** property, as long as this is permissible under the current legislation governing motor vehicle salvage. If **you** choose to keep the salvage, **we** may at **our** option decide not to continue to provide **you** with insurance cover for the **vehicle** under this policy.

## New vehicle replacement

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

- the cost to repair **your vehicle** is more than 60% of the last **United Kingdom** list price (including **accessories and spare parts**, vehicle licence tax and VAT) at the time **you** purchased **your vehicle**;
- **your vehicle** is not insured on an **agreed value** basis;
- **your vehicle** is subject to a lease or hire purchase agreement, any interested parties such as a hire purchase company agrees.

If a replacement car is not available in the **United Kingdom** the most **we** will pay will be the **market value** of **your vehicle** immediately before the **incident**. If **we** make a payment or provide **you** with a replacement car **your vehicle** will become **our** property.

If **you** have selected optional extension 5 – new car replacement, the age of the vehicle is extended to 24 months.

## If your vehicle is a total loss

If **your vehicle** is a **total loss** **we** will provide you with a **temporary replacement vehicle** of **our** choice to use for up to 21 days. 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.

If **you** have selected optional extension 4 – like for like **temporary replacement vehicle**, the **temporary replacement vehicle** will be of a similar specification to **your vehicle**.

**We** will pay for the **temporary replacement vehicle** for up to 21 days or up to a maximum of £5,000 whichever happens sooner.

### **Stolen and not recovered**

If **your vehicle** is not recovered following a theft **incident we** agree to cover, **we** will provide **you** with a **temporary replacement vehicle** of **our** choice to use for up to 21 days.

If **you** have selected optional extension 4 – like for like **temporary replacement vehicle**, the **temporary replacement vehicle** will be of a similar specification to **your vehicle**.

**We** will provide **you** with the **temporary replacement vehicle** to use for up to 21 days. This period will begin from the date that **you** report the theft **incident** to **us**. If **your vehicle** is recovered during this period and is damaged, if **we** consider it can be repaired, **we** will continue to provide the **temporary replacement vehicle**.

**We** will pay for the **temporary replacement vehicle** until the repairs are completed and **your vehicle** has been returned to **you**, or up to a maximum of £5,000 whichever happens sooner.

If **we** do not provide **you** with a **temporary replacement vehicle**, **we** will waive **your excess**, up to a maximum of £1,000 or reduce your **excess** by £1,000 if it is greater.

### **Damage to a temporary replacement vehicle**

**We** will pay to repair or replace the **vehicle**. The most **we** will pay will be the **market value**.

### **Multiple vehicle excesses**

Should an **incident** occur that involves two or more of **your vehicles** insured under this **policy** the highest **excess** shown on **your policy schedule** will apply.

### **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 4 (UK & European breakdown cover), an **excess** will not apply.

### **Uninsured driver**

If **your vehicle** is involved in an **incident** that results in a collision with an uninsured driver and **you** make a claim, if **we** consider **we** would have recovered **our** losses had the other party been insured **we** will not apply an **excess** and **your** no claim discount will not be affected.

### **Non-fault incident**

If **we** consider **you** are not at fault for an **incident** and there is no other party involved or where another party was considered by **us** to be entirely at fault and cannot be traced **your** no claim discount will not be affected. This will also apply if following an **incident** a third party involved who is entirely at fault for the **incident** cannot be traced.

# Section 2 – Your liability to others

## THE COVER

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

There are General policy exclusions and General policy conditions that apply to all sections of this policy and these can be found on pages 46 to 53.

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

## YOUR LIABILITIES WHAT IS COVERED

### a) Cover for you

**We** will pay all amounts that **you** may become legally responsible for, if while using **your vehicle you**;

- i cause death or bodily injury to any person; or
- ii damage any property belonging to another person.

### b) Cover for other people

**We** will also provide the cover described in a) for;

- i any person who is named on **your certificate of motor insurance** as long as they have **your** permission to use **your vehicle**; or
- ii any person travelling in, or getting into or out of **your vehicle**; or
- iii the employer of anyone **you** allow to drive **your vehicle** as long as **your certificate of motor insurance** permits business use for that **vehicle**.

### c) Legal personal representatives

If **you** should die following an **incident we** agree to cover, **we** will protect **your** estate against any claim.

### d) Legal costs

**We** will arrange and pay;

- i for a solicitor or barrister to represent **you** at a coroner's inquest or fatal accident enquiry;
- ii to defend **you** if **you** are charged with manslaughter, causing death by reckless or dangerous driving and causing death by reckless or dangerous driving while under the influence of drink or drugs if the **incident** that the legal action relates to is covered by this policy.

**We** must give **our** written agreement to these costs before they are incurred.

### e) Emergency medical treatment

If **we** agree to cover an **incident we** will pay any emergency medical treatment fees **you** are asked to pay under any road traffic legislation.

### 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.

# Section 2 – Your liability to others

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

## Limit of cover

£5,000,000 (including legal costs) if **your vehicle** is a **commercial vehicle** or horsebox or £20,000,000 (including legal costs) for any other **vehicle** arising from any one **incident** for damage to other people's property.

## WHAT IS NOT COVERED

- 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.
- Death of or injury to the driver.
- Loss of or damage to property belonging to **you**, or, in the custody or control or trust of **you** or anyone covered by this policy.
- Loss of or damage 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** by:
  - a) anyone other than the driver; or
  - b) anyone in charge of **your vehicle** if the loading or unloading involves using any hoist, lift, crane or similar equipment.

## ADDITIONAL COVER 1 – YOUR LIABILITY TO OTHERS WHEN TOWING

**We** will also provide cover on the same basis for **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.

## WHAT IS NOT COVERED

- Any damage or liability incurred in respect of trailers unattached at the time of the **incident** (except where they have become temporarily unattached during the course of the journey).
- Loss of or damage to the towed caravan, trailer or broken-down **vehicle**.
- Loss of or damage to 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 2 – Your liability to others

## ADDITIONAL COVER 2 – YOUR LIABILITY TO OTHERS WHEN DRIVING VEHICLES THAT YOU DO NOT OWN

We also provide cover on the same basis for **your** liability to others while **you, your partner** or any other drivers **we** permit who are named on **your certificate(s) of motor insurance** whilst driving a private motor car that does not belong to **you** or is not hired to or leased to **you** under an agreement. We will only provide this cover if the private motor car is being driven with the owner's permission and if there is not similar cover already provided by another insurance policy.

### WHAT IS NOT COVERED

- Any **incident** that occurs outside the **United Kingdom**.
- Any **incident** that occurs after **your vehicle** is stolen, is 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 insured to cover the liabilities of its owner or keeper to others.

**You cannot use this cover to release a motor car that has been impounded by or on behalf of any government or public authority.**

## ADDITIONAL COVER 3 – YOUR LIABILITY TO OTHERS WHEN USING YOUR VEHICLE ABROAD

We will also provide cover for **your** liability to others on the same basis within the **territorial limits** while **you** are using **your vehicle** for social, domestic or pleasure purposes. Cover is also included while **your vehicle** is being loaded, unloaded and transported between countries within the **territorial limits** by air, rail or by a recognised sea route which takes less than 65 hours. **You** must notify **us** on every occasion before **you** travel abroad with **your vehicle**.

### Limit of cover

90 days for any single trip.

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.

### WHAT IS NOT COVERED

- **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 3 – Motor legal expenses

## THE COVER

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

## WHAT IS COVERED

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

### PART A – UNINSURED LOSS RECOVERY

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

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

#### Limit of cover

£100,000 for any one **incident**.

## WHAT IS NOT COVERED

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

# Section 3 – Motor legal expenses

## PART B – MOTOR PROSECUTION DEFENCE

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

We will provide this cover as long as:

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

### Limit of cover

£100,000 for any one **incident**.

## WHAT IS NOT COVERED

• **Legal costs and expenses** arising from criminal proceedings being brought against **you** for the following offences:

- 1 Parking offences for which **you** do not get points on **your** driving licence.
- 2 Driving while under the influence of drink or drugs.
- 3 Manslaughter.
- 4 Death caused by careless and inconsiderate driving.
- 5 Death caused by reckless or dangerous driving.
- 6 Death caused by reckless or dangerous driving while under the influence of drink or drugs.

## PART C – MOTOR CONTRACT COVER

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

## WHAT IS NOT COVERED

- Any **incident** occurring within 3 months of the commencement of the first **period of insurance** unless the claim is in relation to the purchase of new goods or services.
- Any contract where the amount in dispute is less than £1000 for buying, selling or hiring **your vehicle** or £250 for servicing, repairing or testing **your vehicle**.
- A dispute over the amount of money or other compensation due under any insurance policy.
- **Your vehicle** if it is more than 15 years old.

## CLAIMS SETTLEMENT CONDITIONS APPLYING TO SECTION 3

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

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

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

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

- 1 Get **our** written permission before instructing a barrister or expert witness.
- 2 Tell **us** if, at any stage, there are no longer **prospects of success** in making a successful defence, recovering damages or getting any other remedy.
- 3 Tell **us** immediately if the other party makes an offer pursuant to Part 36 of the Civil Procedure Rules (these are the rules that are used by the Court of Appeal, High Court of Justice, and County Courts in civil cases in England and Wales), or any offer to settle the matter.
- 4 Report the result of the claim to **us** when it is finished.

### **We will have the right to do the following:**

- 1 Contact the **legal representative** at any time, and have access to all statements, opinions and reports. **We** may also contact the **legal representative** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.

# Section 3 – Motor legal expenses

- 2 Stop paying any further **legal costs and expenses** if, during the course of the claim, **we** think there are no **prospects of success**. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your legal costs and expenses** which **you** cannot recover from anywhere else.
- 3 At the end of the claim to settle the **legal costs and expenses** covered by this policy if those **legal costs and expenses** cannot be recovered from anywhere else.
- 4 End **your** cover and recover **legal costs and expenses** from **you** which have already been paid, if you withdraw **your** instructions to the **legal representative** without **our** agreement.

## Your agreements with others

**We** will not be bound by any agreement between **you** and **the legal representative** or **you** and any other person or organisation.

## Choosing the legal representative

At any time before **we** agree that legal proceedings need to be issued, **we** will choose the **legal representative**. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises. **You** must send the name and address of the **legal representative** **you** wish to choose to **us** and **we** may decide not to accept **your** choice. If **you** and **we** do not agree with **your** choice of **legal representative**, the matter will be settled using the disputes procedure below. When choosing the **legal representative**, **you** must remember **your** duty to keep the **legal costs and expenses** of any legal proceedings as low as possible.

## Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the **legal costs and expenses** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **legal costs and expenses**.

# Section 4 – UK & European breakdown

## THE COVER

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

## PART A – EMERGENCY ASSISTANCE

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

### Limit of cover

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

## WHAT IS NOT COVERED

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

## PART B – MESSAGE RELAY

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

## PART C – CHAUFFEUR COVER

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

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

## WHAT IS NOT COVERED

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

## PART D – VEHICLE RECOVERY

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

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

# Section 4 – UK & European breakdown

## WHAT IS NOT COVERED

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

## PART E – REPATRIATION

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

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

## WHAT IS NOT COVERED

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

## EXCLUSIONS APPLYING TO SECTION 4

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

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

- 1 **Your vehicle(s)** which have not been maintained and operated in accordance with the manufacturer's recommendations, a previous inadequate repair, unsuccessful DIY dismantling and/or reassembly or kit cars.
- 2 A **breakdown** which has resulted from a lack of oil or water.
- 3 Any claim that is due to the same cause where a permanent repair has not been undertaken to correct the fault.
- 4 Assistance following a **breakdown** attended by the police or other emergency services until they have authorised **your vehicle's** removal.
- 5 **Your vehicle(s)** being used for hire or reward, motor racing, (whether against the clock or other competitors), rallies, speed or duration tests and track days, or practicing for such events.
- 6 **Your vehicle(s)** temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which **our** agents have no access; or **your vehicle(s)** on motor trader's premises.
- 7 Claims arising from loss or damage to contents of **your vehicle(s)**.
- 8 Claims for losses of any kind that have arisen from the provision of or delay in providing the services to which this policy relates unless negligence on **our** part can be proven. An example of this would be the loss of wages as a result of an insured **incident**.
- 9 The cost of or providing assistance to **you** to make any arrangements for the transportation of horses or livestock following a **breakdown** or the occurrence of an **incident** covered under any other section of the policy. **You** will need to make **your** own arrangements for the transportation before **we** can provide **you** with any assistance.
- 10 Any period in excess of 90 consecutive days that is spent outside the **UK**.
- 11 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.

# Section 4 – UK & European breakdown

## CLAIMS CONDITIONS APPLYING TO SECTION 4

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

# General policy exclusions

## GENERAL POLICY EXCLUSIONS

These exclusions apply to the whole of **your** policy and are in addition to any exclusions shown within each section.

**We** do 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.

### **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.

### **Competition and track use**

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

### **Confiscation**

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

### **Contamination or pollution**

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

### **Contractual liability**

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

### **Damage by vermin, animals and fungus**

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

# General policy exclusions

## Deception

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

## Deliberate or criminal acts

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

## Deliberate or illegal acts

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

## Earthquakes

Any loss or damage caused by earthquakes.

## Loss of value

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

## Nuclear or radiation hazard

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

## Overloading

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

## Sonic bangs

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

## Vehicle use

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

- Driven by or being used by anyone who is not named as a driver on **your certificate of motor insurance** unless **your vehicle** is in the custody or control of a member of the motor trade for the purpose of maintenance or repair, a valet as part of a valet parking service, a chauffeur **we** have provided under section 4 – UK & European breakdown of this policy or it has been stolen or taken without **your** permission.
- Driven outside the limitations of the driver's licence.
- Driven outside the **UK**, unless covered under section 1, Additional cover 16 or section 2, Additional cover 3 – Driving your vehicle abroad.
- Driven whilst carrying an insecure load or whilst towing a trailer that is unsafe, or is carrying an insecure load.
- Driven whilst in a knowingly unsafe or unroadworthy condition, or does not have a valid MOT certificate where required.
- Driven whilst towing anything for payment.

- Driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specification.
- 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**.
- Used for any purpose connected with the motor trade, unless this use is described on **your certificate of motor insurance**.
- 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.
- Use of a horsebox by a riding stable, livery stable, horse breeders or racing stable.
- Used outside of the limitations of use shown on **your certificate of motor insurance**.

# General policy conditions

## GENERAL POLICY CONDITIONS

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

### Abandonment

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

### Arbitration

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

### Assignment

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

### Automatic renewal

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

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

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

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

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

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

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

Where **your** policy covers more than one of **your vehicle(s)** should **you** ask **us** to cancel cover for one of those vehicles but not to cancel **your** policy in its entirety **you** will be entitled to a refund of the premium paid for **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.

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

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

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

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

# General policy conditions

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 headed 'Our cancellation rights'.

## Compulsory insurance

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

## Dual insurance

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

## Financial sanctions

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

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

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

## Fraud

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

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

Then, **we** may:

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

### **Third party rights**

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.

### **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 other grounds to do so by sending **you** fourteen (14) days notice in writing. **You** will not be covered from the date and time of cancellation **we** notify to **you** in writing.

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

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

# General policy conditions

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

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

## Your duty of care

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

## Your duty when you have a claim

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





## CONTACT

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

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



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

