



# Hastings Direct car policy

A guide to your cover and how to make a claim



# How to claim

Report an incident or make a claim, 24 hours a day, 365 days a year: Online: Log into MyAccount **www.hastingsdirect.com/MyAccount** Call (in the UK): **0333 321 9800** Call (outside of the UK): **00 44 1424 738 585** 

If you need to send us more information about your claim (such as photos of the damage) you can email or write to us: Email: **motorclaims@hastingsdirect.com** 

Address: Claims department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

# Have any questions?

Check your details, view or download your documents, make changes to your policy or read our FAQs, at any time, in the **app** and **MyAccount**. Log in or register for MyAccount: **www.hastingsdirect.com/MyAccount** Download the Hastings Direct app from the App Store or Google Play Store.

Chat to our customer services team: Webchat: www.hastingsdirect.com/contact-us Call: 0333 321 9801

Opening hours: Monday to Friday 8am – 9pm Saturday 9am – 5.30pm, Sunday 10am – 5pm

# What is a Defaqto Star Rating?

Defaqto are an independent financial research company whose Star Ratings show the quality and comprehensiveness of the features and benefits of financial products. Find out more at:



## www.defaqto.com

This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

# Contents

2
2
3
. 7
8
9
10
13

## Your policy - what you're covered for

Section 1	Damage to your car/s (except that caused by fire or theft)	17
Section 2	Damage or loss by fire or theft	17
	Total loss – if your car can't be repaired	20
Section 3	Legal responsibility to others (third parties)	22
Section 4	Personal accident	24
Section 5	Driving abroad	24
Section 6	Medical expenses	26
Section 7	Personal belongings	26
Section 8	Windscreen damage	27
Section 9	No claims discount	28
Section 10	Uninsured driver promise	29
Section 11	Vandalism promise	29
General except	tions – what your policy doesn't cover	30
General conditi	ions	33
Cancellations a	and removing a car from a multi car policy	38

## Terms and conditions

Your contract with us – the service we provide and what you pay for	42
Our fees – administration costs for our services	43
Ownership and links with websites and other companies	45
Who regulates us?	45
Your privacy	46

## Things you need to know

Keeping your policy up to date – tell us if anything changes	48
Renewing your policy	51
Complaints - how to contact us if you're unhappy with the service	53

# Welcome

Thank you for insuring your Car/s through us. This document explains your insurance Policy; please read it carefully so you understand exactly what you're covered for.

We're one of the UK's leading insurance providers. We arrange and administer your insurance cover, allowing you to choose the best available option to meet your needs.

We're always your first point of contact if you have any questions, want to make changes to your Policy or need to make a claim.

We know making a claim can be stressful so we'll handle things as efficiently as possible, giving you one less thing to worry about. You can report your claim in MyAccount or call our claims helpline, 24 hours a day.

## **Your Cover**

The types of cover available are listed below along with a short explanation to help you understand if the cover is suitable for your needs. The relevant sections are included to help you find the parts of the Policy that apply to you.

Your schedule of insurance will show you the type of cover you have chosen and you can find this in the document section of the app and MyAccount.

#### **Comprehensive – All Policy sections apply**

A Comprehensive Policy meets the needs of those who want to be insured against third party claims that arise from the use of their vehicle, and for damage caused to their own vehicle following an accident, or caused by fire or theft.

#### Third Party Fire and Theft - Policy sections 2, 3, 5 and 9

A Third Party Fire and Theft Policy meets the needs of those who want to be insured against third party claims that arise from the use of their vehicle and for damage caused to their own vehicle by fire or theft.

#### Third Party Only - Policy sections 3, 5, and 9

A Third Party Only Policy meets the needs of those who want to be insured against third party claims that arise from the use of their vehicle.

General Conditions and General Exceptions always apply. Extra Endorsements only apply if they appear on your schedule of insurance.

# Legal statements

#### (1) Policyholder of a single Car Policy

A Policyholder of a single Car Policy enters into two separate contracts when taking out a Policy through us.

(i) The first contract is between the Policyholder and the Insurer:

- The Insurer's name is shown on the Policyholder's current Certificate of Motor Insurance. This can be found on the Policyholder's Certificate of Motor Insurance in the app and MyAccount: www.hastingsdirect.com/MyAccount
- The Insurer is the company providing the Policyholder's motor insurance
- The Insurer's terms and conditions for single Car policies are set out at pages 12-40 of this document ("Insurer's Terms & Conditions")
- It is the Policyholder's responsibility to be aware of these terms and conditions and to make sure that named drivers are also aware of them
- The Policyholder is the only individual able to cancel the single Car Policy (as set out in more detail in 'Cancellations')
- The Policyholder is able to make claims under the single Car Policy (as set out in more detail in 'Claims') on their own behalf and on behalf of any named drivers
- This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract
- · This contract will be governed by and interpreted in accordance with English law
- · We'll communicate in English throughout the course of this contract.
- (ii) The second contract is between the Policyholder and Hastings Insurance Services Ltd ("Hastings"):
  - Hastings is an insurance broker and arranges and administers the Policyholder's single
     Car Policy on behalf of the Insurer
  - · Hastings is the Policyholder's first point of contact
  - Hastings' terms and conditions for arranging and administering policies are set out at pages 42-46 of this document
  - This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract
  - · This contract will be governed by and interpreted in accordance with English law
  - We'll communicate in English throughout the course of this contract.

The Policyholder of a single Car Policy is covered by the Insurer for the Period of Cover when the Policyholder:

- · Agrees to the terms and conditions offered; and
- Pays, or has offered to pay, the appropriate premium, insurance premium tax and Hastings' arrangement and administration fee.

The Policyholder is required to take reasonable care not to make a misrepresentation when providing information to the Insurer and/or Hastings.

#### (2) Policyholder and Multi Car Accounts

A Policyholder who is covered by a Multi Car Account enters into one contract when taking out a Multi Car Account through us. It is the Account Holders responsibility to obtain consent from each Policyholder to provide the Policyholders personal data in respect of the Multi Car Account. This contract is between the Policyholder and the Insurer:

- The Insurer's name is shown on the Policyholder's current Certificate of Motor Insurance.
  - The Certificate of Motor Insurance can be found in the app and in MyAccount. The Account Holder nominated by the Policyholder will have access to the app and MyAccount and it is the Policyholder's responsibility to ask the Account Holder to send them a copy of the Policyholder's Certificate of Motor Insurance (the Policyholder can request a copy from us)
- The Insurer is the company that is providing the Policyholder's motor insurance.
- The Insurer's terms and conditions for a Multi Car Account are set out at pages 12-40 of this document ("Insurer's Terms & Conditions")
- It is the Policyholder's responsibility to obtain a copy of the Insurer's terms and conditions from their nominated Account Holder, to be aware of these terms and conditions and to make sure that named drivers are also aware of them (the Policyholder can request a copy from us)
- The Insurer's terms and conditions for Multi Car Accounts are sent to the Account Holder nominated by the Policyholder (see below)
- The Policyholder may cancel their own Policy covered by a Multi Car Account
- The Account Holder nominated by the Policyholder may cancel the Multi Car Account at any time which will have the effect of also cancelling the Policyholder Policy (as set out in more detail in 'Cancellations')
- The Policyholder is able to make claims under their Policy (as set out in more detail in 'Claims') on their own behalf and on behalf of any named drivers on their Policy
- · The Policyholder will earn their own no claim discount
- The Policyholder must live at the same address as the Account Holder (see below)
- The Cars which the Policyholder includes under a Multi Car Account must be registered to the address at which the Policyholder and Account Holder live
- All Policies covered under a Multi Car Account have the same Period of Cover including renewal dates
- As all Multi Car Accounts must have an Account Holder (see below), the Policyholder must agree to the nominated Account Holder acting on their behalf (as described below)
- The Policyholder of a Multi Car Account is covered by the Insurer for the Period of Cover when:
  - · They agree to the terms and conditions offered
  - · They agree to the Account Holder acting on their behalf (as set out below); and
  - The Account Holder pays, or has offered to pay, the appropriate premium, insurance premium tax and Hastings' arrangement and administration fee.

A Policyholder of a Multi Car Account:

- Will not have access to MyAccount (so will have to ask the Account Holder for copy documentation or, the Policyholder can ask us)
- · Will be able to log on to the Hastings Direct Mobile app as a guest only
- · Can make any changes to their own Policy but not any other Policyholder's Policy
- Can cancel their own Policy but not the whole Multi Car Account
- Can have their Policy cancelled by the Account Holder if the Account Holder cancels the whole Multi Car Account. This must be in accordance with the Cancellation section stated in this Policy. Where we haven't managed to obtain the Policyholders consent at the point of the cancellation instruction from the Account Holder, we will send the Policyholder whose consent we have not been able to obtain 7 days' notice of cancellation, after which the Policy will be cancelled.

Multi Car Account - Roles and Permissions								
What do you need to know	Access to MyAccount	change own	cancel own	change other	cancel other	cancel all	add a new	payment update
Policyholder	×	~	~	×	×	×	×	×
Account Holder	~	~	~	~	×	~	~	~

#### (3) Four key documents make up a Policyholder's Policy;

- 1. This Policy document, which explains how we manage your insurance and tells you what you're covered for
- 2. Your Statement of Insurance which shows all the information you gave us, on which your cover has been based
- Your schedule of insurance which contains details about you, your Insurer, the Car/s on the Policy and the cover provided. It also shows you which sections, Excesses and Endorsements apply to you
- 4. Your Certificate of Motor Insurance which gives details of who can drive your Car, what it can be used for and the Period of Cover.

It is important you read all of these documents plus your cover summary carefully. Also take a minute now to check your Statement of Insurance to make sure you have the right level of cover for your needs and all the details are correct.

#### (4) Account Holder & Multi Car Accounts

All Multi Car Accounts must have an Account Holder (see below).

There can only be one Account Holder per Multi Car Account.

The Account Holder must be one of the Policyholders covered by the Multi Car Account.

The Account Holder enters into a contract with Hastings Insurance Services Ltd ("Hastings"):

- Hastings is an insurance broker and arranges and administers Multi Car Accounts and the Policies under such accounts on behalf of the Insurer
- Hastings is the Account Holder's primary point of contact
- Hastings' terms and conditions for arranging and administering policies are set out at pages 42-46 of this document
- This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract
- · This contract will be governed by and interpreted in accordance with English law
- · We'll communicate in English throughout the course of this contract.

The Account Holder must agree to be the Account Holder of the Multi Car Account and to abide by these terms and conditions on their own behalf and on behalf of the other Policyholders.

The Account Holder must live at the same address as the other Policyholders covered by the Multi Car Account.

The Account Holder will be the primary point of contact for a Multi Car Account and will be responsible for:

- All payments relating to the Policy, including the payment of the Premium for the whole Policy, the costs relating to any changes made to the Policy by the Policyholder(s), a named driver or a nominated caller and any other costs incurred in the administration of this Policy
- Providing the Policyholders covered by the Multi Car Account with copies of their Certificate of Motor Insurance and the Insurer terms and conditions.

The Account Holder:

- Will have access to the app and MyAccount: www.hastingsdirect.com/MyAccount for all documentation, information and personal data relating to all Policyholders and named drivers on each Policy
- Can make any changes (apart from cancelling individual Policies) to all parts of the Policy
- Can cancel the whole Multi Car Account in line with the cancellation section stated in this Policy. Where each Policyholder's consent is not obtained at the point of the cancellation instruction, we will send the Policyholder seven days' notice of cancellation, after which the policy will be cancelled.

# Your legal obligations

Remember, it's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when you apply for insurance, you have a duty to take reasonable care to answer all questions as fully and as accurately as possible.

If you don't take reasonable care to answer all questions fully and accurately or if you deliberately make a false statement, there could be serious consequences. For example, depending on the circumstances, your Insurer might be entitled to treat your insurance cover and that of every other person named on your Policy as invalid. This could also mean that some or all of a claim may not be paid and you may have to make a payment to a Third Party (for example another driver or person involved in an incident) that's not covered by this insurance.

If the details on your documents are wrong, or if you wish to make any changes, please contact our customer services team. Their details are at the front of this document.

## Who can speak to us about your Policy

	Arrears Payment	Make changes to your policy	Renew accept	Cancellation
Policyholder	Yes	Yes	Yes	Yes
Partner*	Yes	Yes	Yes	No

\*At the request of many of our customers and to make managing your insurance more convenient for you we're happy to deal with your Partner, named on the Policy, who calls us on your behalf regarding payment, changes or renewal to your Policy. If you would like to change this arrangement, or nominate someone else (such as a named person on the Policy, friend or other family member), or would prefer us to deal only with you please email or call us to let us know.

Cancellation can only be authorised by the Policyholder. For Multi Car please see page 5.

#### What do you mean by 'my Insurer'?

Your Insurer is named on your Certificate of Motor Insurance and they provide your insurance. You can find your Certificate of Motor Insurance in the documents section of the app and MyAccount.

We are permitted to set up your insurance contract on behalf of a panel of Insurers and we act on your behalf in arranging your contract of insurance for all policies.

Where your Insurer is Advantage Insurance Company Limited:

- i) We provide them with a number of services (which may include the repair of your Car). When dealing with elements of your claim, we're acting as agent of the Insurer and, as their agent, we hold claims monies. We also receive fees and other remuneration for undertaking these roles and services and you agree we may retain them.
- We are entitled to process your claim in its entirety as well as conduct the defence or settlement of any claim and / or admit negligence for any accident or claim on your behalf.

# How to make a claim

We hope you never have an accident or loss, but if you do, we'll make the process as smooth and hassle-free as possible.

## What to do if you have an accident

## **Remember STOP**

S	<b>Stop</b> at the scene of the accident. Never admit blame or offer to pay for damage. Tell us if anyone else admits blame or offers to pay for your repairs.
Ū	<b>Tell us</b> even if you don't want to make a claim. Log into <b>MyAccount</b> www.hastingsdirect.com/MyAccount or call (in the UK) <b>0333 321 9800</b> (outside the UK) <b>00 44 1424 738 585</b>
0	<b>Obtain</b> the name, address, phone number and vehicle registration of the other drivers. Give your details in return. Try to get contact details of any witnesses.
P	<b>Police</b> call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.



Don't forget - you can report an incident or register a claim 24 hours a day, 365 days a year using MyAccount. www.hastingsdirect.com/MyAccount

# Theft, loss or criminal damage

If your Car is stolen or damaged as a result of crime, or if items are stolen from your Car, report it to the police and get a crime reference number.

Please call us within seven days of the incident. It's better to speak to us as soon as you can, while the details of the incident are fresh in your mind. Getting all the facts quickly can also reduce the time and cost involved in dealing with your claim. That's better for you and helps Insurers to keep their prices as low as possible.

## Windscreen and windows claims

Windscreen damage is included in comprehensive cover. The glassline number to call is shown on your schedule of insurance and/or Certificate of Motor Insurance. This line is open 24 hours a day, 365 days a year.

# What happens when I make a claim?

We'll ask you some questions about what happened and take you through the next steps. If your Car is repairable, a Nominated Repairer will be contacted as soon as possible.

# What are the features of using the Nominated Repairer service?

Repairs	The repairs will be guaranteed for five years.
Authorisation	You don't need to get any estimates so the repairs can begin as soon as your Insurer has authorised them.
Delivery	The repairer can arrange to collect and return your Car.
Payment	Your Insurer will pay the bill. All you need to do is pay your agreed Excess to the repairer before the Car is delivered back to you.
Replacement car	You'll get a replacement car while your Car is being repaired (see 'About the replacement car service' for conditions).

Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Car's manufacturer, including recycled parts of a similar type and quality to those being replaced.

## What's an Excess?

An Excess is the amount you have to pay towards the first part of any claim you make. You agree the amount of each Excess when you buy the Policy. Details are shown on your schedule of insurance.

#### About the replacement car service

- You won't be eligible for a replacement car if your Car is stolen or considered to be a Total Loss/write-off
- · The replacement car service is only available if you use your Insurer's Nominated Repairer
- · The replacement car will be provided by your Insurer's Nominated Repairer
- · The service is only available while your Car is being repaired
- The replacement car will usually be a group A vehicle, such as a Ford Ka
- The replacement car will be automatically insured, at no additional cost, under this Policy. This cover is subject to your Insurer's terms and conditions and normal Policy terms will apply
- You'll be responsible for the replacement car and for any charges or fines incurred during the time you use it, including fuel costs, parking fines, motoring offences, fixed penalties and any congestion or toll charges.

#### Drivers with optional substitute vehicle cover

If you bought substitute vehicle cover as an optional extra when you took out your Policy, you'll be able to make a claim for the cost of a hire car. This only applies if your Car is declared a Total Loss after an accident that was your fault, or after fire or attempted theft. Your payment summary will show whether you've bought this cover and you can find full details in the optional additional products document.

#### Can I choose my own repairer/garage?

Yes, you can take your Car to a repairer of your choice but if you do so you won't be entitled to the benefits available under the Nominated Repairer scheme.

You'll also need to submit a repair estimate to your Insurer for authorisation before the work can start, which may delay the progress of your claim and the repairs to your Car.

# When claiming under this Policy

You and anyone else covered by the Policy must not make any admission of fault, offer promises, payment or compensation unless your Insurer has agreed it in writing. You must co-operate fully and in a way so as not to compromise the resolution of your claim. Examples may include providing information critical to the investigation and settlement of the claim, providing evidence and attending court.

When defending or settling a claim, your Insurer is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it's appropriate, your Insurer will be entitled to admit liability, for the costs covered under this Policy on behalf of you or any person claiming indemnity under the Policy.

Such admissions may be made before or after legal proceedings start.



Liability means being legally responsible for something.

Indemnity means compensation for loss, damage, injuries or legal costs.

This table is a summary; it doesn't describe all the terms and conditions that apply, so please refer to the appropriate section for details.

Poli	icy features and benefits	Po	olicy cover	
Sec	tions	Comprehensive	Third party fire & theft	Third party only
1	Damage to your Car (except that caused by fire and theft) up to its Market Value.	~	×	×
2	Damage or loss by fire or theft up to its Market Value.	~	~	×
3	Legal liability for damage to other people's (Third Party) property up to £20m (or £25m in total, including all costs).	~	~	~
4	Personal accident cover, for you, your spouse or Partner, up to £5,000 for death or permanent loss of sight or limb (above the ankle or wrist). This benefit is not available for people over the age of 75. Other exclusions also apply, see section 4 for details.	~	×	×
5	When driving abroad, the same level of cover as you have in the UK applies for up to 90 consecutive days in the EU and the countries listed in section 5.	~	~	~
6	Medical expenses up to £500 for each injured person.	~	×	×
7	Personal belongings cover up to £300 for items in your Car. This doesn't include money, jewellery, tools, mobile phones, laptops and certain other personal belongings. See section 7 for full details.	~	×	×
8	Damage to your Car's windscreen and windows.	~	×	×
9	No claims discount; if no claim is made against your Policy, your renewal premium will be adjusted according to the no claims discount scale applicable at the renewal date. However, if a claim is made against your Policy, the Insurer may reduce your no claims discount.	~	~	~
	For Multi Car Account, no claims discount will be earned separately by each Policyholder, on each Car insured and is not transferable to any other person.			
10	Uninsured driver promise; you won't lose your no claims discount or pay any Excess/es if the accident was not your fault. See section 10 for full details.	~	×	×
11	Vandalism promise; you will not lose your no claims discount if you report the incident to the police and send us the crime reference number. See section 11 for full details.	~	×	×

# **Meaning of words**

To help you understand the details of your cover, here are definitions of some of the key terms in your Policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

Accessories	Parts or products (including spare parts) specifically designed to be fitted to your Car.
Account Holder	The Policyholder nominated by the Policyholder(s) covered by a Multi Car Account and who acts as an Account Holder of a Multi Car Account according to the terms and conditions set out on page 12-40 of this Policy.
Car/s	Any Private Motor Vehicle insured under your Policy and specified on your current Certificate of Motor Insurance and policy schedule of insurance.
Certificate of Motor Insurance	Proof that you have motor insurance, as required by law. Your Certificate of Motor Insurance shows which Car/s is/are covered, who's allowed to drive, what the Car/s can be used for and the start and end dates of the insurance Policy.
Continuous Payment Authority	A method of automatic payment used when paying by debit or credit card.
Endorsement	A clause that changes the terms of the Policy. Your schedule of insurance will show any Endorsements that apply.
Excess	<ul> <li>The part of the claim that you must pay, even if the damage or loss isn't your fault.</li> <li>A compulsory Excess is the amount you'll have to pay towards each claim. It's set by your Insurer.</li> <li>A voluntary Excess is an amount you've agreed to pay if you make a claim, on top of the compulsory Excess. Increasing the amount of voluntary Excess may reduce the cost of your insurance. "Voluntary" doesn't mean you can choose whether to pay or not.</li> </ul>

Excess (continued)	<ul> <li>Young and inexperienced driver Excess. If your Car was being driven by or was in the charge of anyone under the age of 21, including yourself, at the time of an incident, you'll have to pay the first £295 of any claim. If your Car was being driven by or was in the charge of anyone aged 21 to 24, or anyone over 25 who hasn't held a full UK or EU/EEC driving licence for at least one year, including yourself, you'll have to pay the first £195 of a claim. These amounts apply to accidental damage claims under section 1 and are on top of any other Excesses shown on your schedule of insurance.</li> <li>If you have comprehensive cover a separate windscreen repair and replacement Excess applies to claims for damage to glass windows or your windscreen. See section 8 for more details.</li> <li>Your total Excess is the full amount you'd pay out if you made a claim under this Policy. It's the total amount of all Excesses which apply to your claim. See your schedule of insurance for details of the Excesses and amounts that apply to your Policy.</li> </ul>
Green card	The international Certificate of Insurance required when driving in the EU.
Insurer	The insurance company named on your Certificate of Motor Insurance and schedule of insurance.
Keys	The keys, lock transmitters or other devices that unlock or start your Car.
Market Value	The cost of replacing your Car in the United Kingdom at the time the loss or damage occurred with one of the same make, model, age and condition. This may not necessarily be the value you declared when the insurance was taken out. Your Insurer may use publications such as Glass's Guide to assess the Market Value and will make any necessary allowances for the mileage and condition of your Car and the circumstances in which you bought it.
Multi Car Account	One account insuring multiple Cars, each with an individual Policyholder. An Account Holder is nominated by the other Policyholders covered by the account.
Nominated Repairer	A repairer or garage from an approved network, who will repair your Car following a claim.

Partner	Your husband, wife, civil Partner or a person who lives with you on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them.
Period of Cover	The period you're insured for, as shown on your Certificate of Motor Insurance.
Policy	This Policy document, the Statement of Insurance, the Insurer's schedule of insurance and the Certificate of Motor Insurance.
Policyholder	The person named as the Policyholder on the current Certificate of Motor Insurance.
Premium	The amount of money charged for insurance cover excluding insurance premium tax (IPT), fees and any optional extras you choose.
Private Motor Car	A motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.
Road Traffic Act/s	Any acts (including the Road Traffic Act 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Statement of Insurance	The document recording the information you've provided at the start and renewal of your Policy; it's important that it's correct.
Third Party	Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract.
Total Loss	If your Car can't be repaired or the cost of repair is uneconomical, your Car will be declared a Total Loss. This is commonly called a "write-off".

The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:

We/Us/Our	Hastings Insurance Services Limited trading as Hastings Direct on behalf of the Insurer identified on your Certificate of Motor Insurance.
You/Your	The person named as the Policyholder on the current Certificate of Motor Insurance.

## Damage to your Car/s (except that caused by fire or theft)

#### You're covered for accident, vandalism and malicious damage

If your Car is damaged or lost because of an accident, vandalism or malicious damage there are four ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- · Pay for any necessary repairs
- · Replace your Car
- · Repair the damage
- Pay the Market Value of your Car immediately before the loss.

Accessories are also covered while they're in, or on, your Car or in your private garage.

# **Section 2**

## Damage or loss caused by fire or theft

#### You're covered for fire, theft, attempted theft or lightning damage to your Car/s

If your Car is damaged or lost because of theft, attempted theft, fire or lightning there are four ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- · Pay for any necessary repairs
- · Replace your Car
- · Repair the damage
- Pay the Market Value of your Car immediately before the loss.

Accessories are also covered while they're in, or on, your Car or in your private garage.

## What isn't covered under sections 1 and 2

#### You're not covered for:

- The Excesses shown on your schedule of insurance you'll have to pay these if you
  make a claim
- Loss of use of your Car (if you're out of pocket because you can't use your Car, including the cost of hiring another vehicle)
- · Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually
- · Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment
- · Damage to tyres caused by braking, punctures, cuts or bursts

- · Loss of value following repair
- Theft of or damage, if the Car Keys were left in or on the Car or if the Car is left unattended with the engine running
- Replacement of locks, if the Car Keys were left in or on the Car or if the Car is left unattended with the engine running.
- Loss or damage if someone claiming to be a buyer or agent takes possession of your Car deceitfully
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner
- Any amount greater than the manufacturer's last list price for replacing any part or Accessories lost or damaged
- Repairs or replacements unrelated to your claim that improve the condition of your Car
- Loss or damage as a result of your Car being driven or used without your permission by a member of your family or household unless the incident is reported to the police and you send us the crime reference number
- Loss or damage caused by an inappropriate type or grade of fuel being used
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number. Please note that having a crime reference number doesn't guarantee we'll settle a claim
- Any additional damage resulting from your Car being moved by anyone insured under your Policy after an accident, fire or theft
- Loss or damage resulting from the legal confiscation of your Car by HM Revenue and Customs, the police, a local authority or any other government authority.

These exclusions are in addition to those listed in the general exceptions section.

# How your claims are settled for sections 1 and 2

# How the Insurer will deal with your claim for accident, vandalism, malicious damage, theft, attempted theft, fire or lightning

If your Car is damaged, your Insurer will arrange the transportation of your Car to the nearest suitable Nominated Repairer or a place of storage. Where appropriate they'll also return it after repair to the address shown on your schedule. Alternatively, they'll cover the reasonable cost of doing this.

#### Damage to your Car by a member of the motor trade

You don't have to pay any Excess/es if loss or damage happens when your Car is with a member of the motor trade for general servicing or repairs not associated with a claim – e.g. normal maintenance.

#### **Repairs and replacement parts**

Once we have your claim details, if the loss or damage is covered and agreed, your Insurer will arrange the repairs to your Car. Your Insurer may use parts or Accessories that aren't made or supplied by your Car's manufacturer, including recycled parts of similar type and quality to those being replaced.

#### Audio visual equipment

Your Insurer will cover the loss or damage to in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your Car. This cover is unlimited if the equipment was fitted by the manufacturer and was part of the specification of your Car when first registered.

#### If the equipment wasn't originally part of your Car, the most your Insurer will pay is £300.

Your Insurer will settle a claim for audio visual equipment by repairing it, replacing it with a similar piece of equipment or providing a cash payment.

#### **Child car seats**

If you have a child's car seat or booster seat fitted in your Car and you make a claim under sections 1 or 2 of this Policy your Insurer will pay for the cost of a replacement of a similar model and standard, even if there's no apparent damage, **up to the value of £300** per incident. **You should provide proof of purchase of the original item or evidence of ownership**.

#### **Replacement of locks and stolen Keys**

Provided it can be established to your Insurers reasonable satisfaction that the identity or garaging address of your Car is known to any person who may have stolen or found your Keys and the value of your claim does not exceed the Market Value of your Car, your Insurer will pay up to a maximum of £500 after deducting any Excess, towards the cost of replacing:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface.

You're not covered for stolen Keys if they were left in or on your Car while it was unattended or unoccupied.

#### **Travel and accommodation expenses**

Your Insurer will pay up to £50 for each person, up to a maximum of £250, if you can't continue your journey as a result of loss or damage to your Car under sections 1 or 2 of this policy. **This can be spent on one of the following** for you and passengers in your Car:

- Travelling expenses for people travelling in your Car towards reaching your destination
- One night's hotel accommodation for people travelling in your Car on the day of the accident or loss, if you have to make an unplanned overnight stop.

#### Costs you may have to pay:

- If your Insurer accepts your claim, and finds your details or circumstances have changed since you took your Policy out, you may have to pay any additional costs and associated fees (see General Conditions for more details)
- If your claim is settled on a Total Loss basis and you pay by instalments under a loan arrangement with us we may take all outstanding payments from the claims settlement or ask you to pay the outstanding amount (see Total Loss section for more details)
- If your Insurer doesn't accept your claim, you may have to pay any costs already incurred. These may include (but are not limited to) engineers' fees, vehicle recovery and storage charges.

## Total Loss - if your Car can't be repaired

If your Car can't be repaired or your Insurer deems the cost of repair to be uneconomical, your Car will be declared a Total Loss (sometimes called a "write-off").

If your Car is a Total Loss, your Insurer may put it in storage until your claim is settled. Your Insurer is also entitled to take possession of your Car once they've settled your Total Loss claim.

If you're paying for your Policy by instalments under a loan arrangement with us and your Insurer settles a Total Loss claim under these sections, your Consumer Credit Agreement with us may entitle us to do one of the following:

- Take the outstanding amount due for your Consumer Credit Agreement out of the claims
   settlement
- Require you to pay the outstanding amount due for the Car in question.

#### What do you mean by 'my loan arrangement'?

The full cost of your annual insurance premium is paid by us to your Insurer when your Policy starts. So if you wish to spread the cost by using instalments (such as direct debits), we provide a loan which you then repay on a monthly basis over the year.

If your Car is declared a Total Loss, and you've already paid the premium in full, no refund will be made for the Car in question, even if the cover for the Car is later cancelled. This may not apply if your Insurer is able to recover all losses from a Third Party. In this case Insurers may sometimes refund the Premium paid and, if they do, we'll pass that refund on to you.

If your claim is settled on a Total Loss basis and you don't replace your Car within 30 days of being issued the settlement payment we'll cancel your policy (in the case of a single Car policy). In the case of a Multi Car policy we'll cancel cover for the Car in question but the policy, with the other Car/s you have insured on it, will remain in place. In both cases, the provisions above relating to loan agreements and refunds will still apply.



## What does 'settled your Total Loss claim' mean?

Insurers have made a payment following a valid claim for Total Loss.

#### **New Car replacement**

If your Car is less than one year old and you're the first and only registered owner (or prospective owner under a hire purchase or lease purchase contract), your Insurer will replace it with one of the same make and model if either of the following applies:

- · It's been stolen and not found
- It's suffered damage covered by the Policy, and your Insurer estimates that the cost of repairing it will be more than 60% of the current United Kingdom list price (including taxes).

Your Insurer can only do this if a replacement car is in current production, it's available in the UK and anyone else who has an interest in your Car agrees.

If a suitable replacement car isn't available, your Insurer will either:

- Pay you the price you paid for your Car (including any optional extras fitted by the manufacturer when new), including taxes at the time of loss; or
- Pay you the manufacturer's latest list price (including taxes).

Your Insurer will pay whichever is less and will deduct any Excess that applies.

If your Insurer settles a claim under this clause, the lost or damaged Car becomes their property and you must send them the registration document.

Please note that "nearly new" and ex-demonstration Cars don't qualify for replacement under this section.

#### **Ownership**

If your claim is settled on a Total Loss basis and your Car belongs to someone else, or you've bought your Car by a hire purchase contract, your Insurer will pay any money owed to that person/company first and then pay any remaining money to you. If your Car is on lease or contract hire, your Insurer will pay the lease or contract hire company either the Market Value of the Car, or the amount required to settle the contract, whichever is less.

# Legal responsibility to others (Third Parties)

#### What's covered

After any incident involving your Car or any other vehicle your Policy covers you to drive (see your Certificate of Motor Insurance), your Insurer will pay all sums you're legally responsible for:

- · Following death or injury to other people
- Up to £20,000,000 for damage to someone else's property plus up to £5,000,000 for costs and expenses.

This cover also applies to accidents involving a trailer, caravan or broken-down vehicle being towed (as long as you hold the correct entitlement on your driving licence to do so).

#### **Driving other Private Motor Cars**

Your Insurer will provide this cover, under section 3, if you are driving another Private Motor Car as long as:

- · Your Certificate of Motor Insurance shows that cover is included
- The other Private Motor Car is not a hire, courtesy or rental Private Motor Car, is not owned by you or your Partner nor obtained by you or your Partner under a hire purchase or lease agreement
- The Private Motor Car hasn't been lent to you by your employer or business partner
- The owner has given you permission to drive the Private Motor Car
- · There's a valid insurance policy in force for the Private Motor Car you're using
- You're not covered by any other insurance policy to drive it
- You hold a valid driving licence, aren't disqualified or breaking the conditions of your driving licence and any relevant law
- The Private Motor Car hasn't been seized or confiscated by or on behalf of any government or public authority
- You still have your Car and it hasn't been stolen and not recovered, damaged beyond repair, or declared a Total Loss (write-off)
- The Private Motor Car is registered in Great Britain or Northern Ireland
- You're not test driving the Private Motor Car
- You're driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# This section provides Third Party cover only, so any loss or damage to the Private Motor Car you're driving isn't included.

#### Other people who are covered

Your Policy also covers the following people if they cause any loss or injury to a Third Party:

- Anyone named as a driver on your Certificate of Motor Insurance, as long as they have your permission to drive. They must hold a valid licence and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law
- Anyone who's a passenger in your Car for social, domestic or pleasure purposes only. If they're working for, or with, the driver they aren't covered
- Anyone getting into or out of your Car
- The legal representative of any person who has died, who would have been, and was, entitled to the cover provided by this section.

#### Legal costs

Following a claim covered by this Policy and if your Insurer agrees it's in their interest to do so, which is entirely their decision, they'll pay reasonable legal costs and expenses for:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court
- Reasonable legal services, which they'll arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving
- Any other legal costs and expenses if agreed in writing beforehand.

You must get your Insurer's consent in writing before incurring these sorts of fees and costs.

#### **Emergency medical treatment**

Your Insurer will pay for emergency medical treatment required under the Road Traffic Act, following an accident in your Car. If this is the only payment your Insurer makes, it won't affect your no claims discount.

#### What's not covered under section 3:

- · Anyone who has any other insurance covering the same liability
- Death of or injury to anyone while they're working with, or for, the driver of the Car except as required by the Road Traffic Act
- Any damage to personal property owned by the person driving your Car at the time of the incident
- Loss of, or damage to, any trailer, caravan or vehicle (or their contents) while being towed by or attached to any vehicle covered by this section
- Loss or damage to property of more than £20,000,000 for any one incident or series of incidents and costs and expenses over £5,000,000.

See also General exceptions General conditions

# **Personal accident**

Your Insurer will pay up to £5000 if you or your Partner are accidentally injured while travelling in or while getting into, or getting out of, your Car and within 90 days if this injury is the sole cause of:

- Death
- · Permanent loss of sight in one or both eyes
- · Total physical loss of a limb at or above the ankle or wrist.

Your Insurer will pay the injured person or their legal representative.

#### What's not covered under section 4:

- · Death or injury resulting from suicide or attempted suicide
- · Death or injury to anyone not wearing a seat belt when required by law
- Death or injury because the driver was unfit to drive because of alcohol, drugs or other substances, whether prescribed or otherwise
- · Any disablement, whether temporary, permanent, partial or total, except those listed above
- · Injury caused by a pre-existing disease or physical weakness
- · Anything excluded by the general exceptions listed later in this document.

# **Section 5**

# Using your Car at home and abroad

This Policy covers your Car for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

## **Compulsory minimum cover outside the UK**

This Policy also provides the minimum level of cover required by the relevant law to enable you or any person named on the Certificate of Motor Insurance, to drive or use your Car in any country in the European Union (EU). This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union. **Minimum cover means there is no cover for any loss or damage to your Car**.

# Full policy cover abroad

This Policy also includes the cover described on your schedule of insurance and Certificate of Motor Insurance for each trip **up to 90** consecutive days, to use your Car in:

- · Any country that is a member of the EU
- · Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

If you exceed the 90 days your level of cover will automatically be reduced to cover liabilities for third parties. This would mean no cover for any loss or damage to your Car.

# This cover only applies if your permanent home is in the United Kingdom and your visit to these countries is temporary.

If you require more than the 90 consecutive days cover (per trip abroad), you will need to contact us. Any extension of cover will need to be agreed by us and you will need to pay an additional premium. If you don't tell us your trip will be more than 90 days only the minimum cover required by the relevant law will apply after 90 days have passed.

#### What to take if you drive aboard:

If you plan to drive your Car abroad, in addition to your passport and driving licence please take the following documents with you.

- Green Card: A potential change to the rules around driving in Europe could require all drivers to carry a Green Card. To check if you need one or to order your Green Card, take a look at our FAQs https://www.hastingsdirect.com/mtas/gc/
- Take this Policy document and your Certificate of Motor Insurance with you. You can find your Certificate of Motor Insurance in the app and MyAccount: www.hastingsdirect.com/MyAccount/
- Take your vehicle registration document (V5) document with you (as proof of ownership).

## How your claims are settled

To report a claim from outside the UK log into MyAccount or call us on: **00 44 1424 738 585**. Your Insurer will settle claims in the same way described in sections 1 and 2. If your Car needs to be returned to you after it's repaired, it will only be returned while you're in the country where the loss or damage took place, and won't be returned to your permanent address in the UK.

## **Medical expenses**

If you, or anyone in your Car, is injured in an accident, your Insurer will pay medical expenses of up to £500 for each injured person.

# **Section 7**

## **Personal belongings**

#### What's covered

**If you have comprehensive cover** and you're making a claim under sections 1 or 2 of this Policy, your Insurer will pay up to £300 for any one claim for personal belongings in your Car, to you or the owner of the items.

#### What's not covered under section 7:

- Money, stamps, jewellery, watches, tickets, credit or debit cards, vouchers, documents or securities (such as share and premium bond certificates)
- · Laptops, mobile phones, tablet computers or electronic navigational equipment
- · Goods, samples or tools carried in connection with any trade or business
- · Property insured under any other insurance policy
- Theft or attempted theft of personal belongings not kept out of sight in the glove compartment or locked boot
- · Theft or attempted theft if the Car was left unlocked while unoccupied or unattended
- · Anything excluded by the general exceptions listed later in this document.

Your Insurer may require documentary evidence to confirm your claim and/or may ask to see the damaged item.

Wear and tear or depreciation will be taken into account and deducted from the original cost of the item.

# Windscreen damage

#### What's covered

If you have comprehensive cover your Insurer will pay to replace or repair broken glass in the windscreen or windows of your Car and repair any scratching to the bodywork caused by the broken glass.

Making a claim under this section won't affect your no claims discount, as long as you're not also claiming for any other loss or damage to your Car.

Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Car's manufacturer but are of an equivalent type and quality to those being replaced.

#### What's not covered under section 8:

- Any other glass forming part of your Car including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass
- · Any windscreens or windows not made of glass
- · Replacement of the hood/roof structure of a convertible or cabriolet Car
- A repair or replacement cost that's more than the Market Value of your Car at the time of loss (less any Excess).

Additional charges or limited cover may apply if you don't use your Insurer's Nominated Repairer.

You have to pay an Excess for windscreen, windows and glass repairs or replacement – see your schedule of insurance and Certificate of Motor Insurance for more details.

# No claims discount (NCD)

If you don't make a claim under your Policy during the Period of Cover, when you renew the Policy you'll get a discount included in the price you pay. Your Insurer will have a maximum no claims discount.

You can't transfer your no claims discount to someone else or use it on more than one car at the same time.

If you do make a non-recoverable claim, your level of no claims discount will be reduced at your next renewal, as detailed on your cover summary.

A non-recoverable claim is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party. Or it's a claim that's outstanding because it's not clear who's responsible. Sometimes it's called a **'fault claim'**.

If you've chosen to protect your no claims discount, this will be shown on your schedule of insurance. No claims discount protection does not protect the overall price of your insurance Policy. The price of your insurance Policy may increase following an accident even if you were not at fault.

#### **Multi Car Account**

No claims discount will be earned separately by each Policyholder, on each Car Insured.

#### At renewal

If a claim is still outstanding at the renewal date, your Insurer will issue a renewal offer with the no claims discount reduced. Once the claim has been settled in your favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, your Insurer will restore your no claims discount and refund any extra premium you may have paid.

Even with your no claims discount restored, your premium may still increase following a claim.

# **Uninsured driver promise**

Your Insurer promises that if you're involved in an accident that isn't your fault and the driver of the vehicle that hits you doesn't have motor insurance:

- · You won't lose your no claims discount
- · You won't have to pay any Excess/es.

To benefit from this promise you must send us the make, model and registration number of the vehicle that caused damage to your Car and, when possible, tell us the other driver's name and address.

When you make a claim, you may initially have to pay your Excess/es. If investigations are still taking place when your renewal is due, you may lose your no claims discount temporarily, as explained above. Once your Insurer has confirmed the accident was the fault of an identified uninsured driver, your Insurer will refund your Excess, restore your no claims discount and refund any extra premium you have paid.

# **Section 11**

# Vandalism promise

If you make a claim for your Car as a result of vandalism that is a malicious and deliberate act, your Insurer promises you won't lose your no claims discount as long as you do all of the following:

- · Pay the Excess/es
- Report the incident to the police and send your Insurer your crime reference number If the vandalism was committed by someone who's named on your Policy you must still report it and help the police with their prosecution
- Satisfy your Insurer that the damage is the result of vandalism.

In all cases, your no claims discount will be affected until you provide your Insurer with your crime reference number.

Please note that having a crime reference number doesn't guarantee that your claim will be settled.

# **General exceptions**

# Your Policy doesn't cover the following:

#### 1. Use of your Car

You're not covered for any injury, loss, damage or liability that takes place while your Car is being:

- Used for racing or driving competitively against another driver on a public highway
- Driven by, or in the charge of, someone not shown on your Certificate of Motor Insurance
- Driven by someone who doesn't have a valid driving licence, or is disqualified from holding or obtaining such a licence or breaking the conditions of their driving licence and any relevant law
- · Used for any purpose not allowed on your Certificate of Motor Insurance
- · Used for hire or reward or for carrying passengers for profit
- · Used to tow a caravan, trailer or any other vehicle for payment or reward
- Used to tow more than one caravan, trailer or vehicle at any one time
- Used to tow a trailer that is unsafe or has an insecure load
- Driven with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications
- For any type of delivery, renting out, peer to peer hire schemes (including when the hirer is using your Car) or use for hire and reward and including (but not limited to) use as a taxi or for couriering
- For criminal purposes (including avoiding lawful apprehension), or deliberate use of your Car:
  - to cause damage to other vehicles or property; and/or
  - to cause injury to any person and/or to put any person(s) in fear of injury
  - for any liability, loss, damage, cost or expense caused by, resulting from or in connection with your or a named driver's criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to imprison you.

These exclusions don't apply if your Car is:

- · With a member of the motor trade for maintenance or repair
- · Stolen or taken away without your permission
- · Being parked by an employee of a restaurant, hotel or car parking service.

#### 2. Contractual liability

This Policy doesn't cover any contractual liability unless the liability would have arisen anyway.

#### 3. Theft claims

You're not covered for any claim for the theft of your Car unless:

- You've reported the theft to the nearest police authority within seven calendar days of discovery
- You've obtained a police crime reference number and details of the police station the crime was reported to. Having a crime reference number doesn't guarantee your Insurer will settle a claim
- Your Car was fully locked and secured and any Keys that unlock it were removed
- The windows and sunroof are closed and secured when it's left unattended or unoccupied
- Personal belongings are kept out of sight in the glove box or locked boot.

#### 4. Alcohol and drugs

You're not covered if an accident happens while you or anyone entitled to drive under your current Certificate of Motor Insurance:

- Is found to be over the prescribed limit for alcohol or drugs in the country where the incident happens
- Is driving while unfit through alcohol, drugs or other substances, whether prescribed or not
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### 5. Track days and off road events

You're not covered for any loss, injury, damage or liability resulting from the use of your Car/s at any event during which your Car is driven:

- · On a motor racing track including de-restricted toll roads such as the Nurburgring
- · On a prepared course
- · At any off-road event, such as a 4x4 event
- At an airfield.

#### 6. Radioactivity

You're not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- · Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### 7. War

You're not covered for any loss, injury, damage or liability caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### 8. Riot

You're not covered for any loss, injury, damage or liability (except under section 3 'Legal responsibility to others') caused by riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

#### 9. Terrorism

You're not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident deemed to be an act of terrorism by a UK court of law or the government.

#### 10. Use on airfields

You're not covered for any loss, injury, damage or liability while your Car is in, or on, any part of an airport or airfield used:

- · For take-off or landing of aircraft or the movement of aircraft on the ground
- As aircraft parking areas, including service roads and parking areas for ground equipment.

#### **11. Pollution**

You're not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the Period of Cover.

Cover won't be provided following any deliberate release of substances or as a result of leaks from your Car caused by inadequate maintenance.

#### 12. Deliberate acts

You're not covered for any death, injury, illness, damage or loss arising from a deliberate act by you or anyone insured to drive your Car.

#### **13. Confiscation**

You're not covered for any loss or damage resulting from the legal confiscation of your Car by HM Revenue and Customs, the police, a local authority or any other government authority.

#### 14. Pressure waves

You're not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

# **General conditions**

You must comply with the conditions below. If you don't, depending on the circumstances, your Insurer may be entitled to cancel the Policy, refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making claims

If you need to make a claim under this Policy you should register it online in **MyAccount** or phone our claims helpline, within seven days of the incident. Any insured drivers can also tell us by phoning our claims helpline.

You, or any insured driver, must:

- Not admit liability for, or negotiate the settlement of, any claim unless you have your Insurer's written permission
- Not answer any writ, summons, letter, claim or other document from a Third Party relevant to your claim on this Policy. Instead, send it to your Insurer immediately
- Tell your Insurer about any impending prosecution, inquest or fatal accident inquiry
- Give your Insurer all the information and help they ask for including any documentary evidence to back up your claim. All information you provide must be true and correct to the best of your knowledge.

#### Your Insurer has the right to:

- · Take over and conduct the defence or settlement of any claim
- Take legal action over any claim.

These actions may be taken in your name or the name of any insured person.

If you don't tell us, or your Insurer, of any changes or make sure any information you supply is honest, full and correct, depending on the circumstances your Insurer may be entitled to cancel your Policy from its start date, apply additional Premium or add new terms to your Policy. If you make a claim they may be entitled to reject the claim or only provide partial payment for it.

## 2. Other insurance

We will not be responsible for any claim if the loss, damage or liability is covered wholly or in part under another insurance Policy.

This condition doesn't apply to section 4 - personal accident.

# 3. Caring for your Car

You, or any person in charge of your Car, must protect it from damage or loss.

- Alarms, immobilisers and tracking devices must be on and working when your Car is left
   unattended
- Your Car must be fully locked and secured and any Keys that unlock your Car must be removed when it's left unattended or unoccupied
- You should maintain your Car in an efficient and roadworthy condition and have a valid Department for Transport Test Certificate (MOT) if one is needed by law
- If the condition of the Car causes or contributes to an incident, cover won't be provided under the Policy. Your Insurer's responsibility will be restricted to meeting obligations as required by Road Traffic Law. In those circumstances, they will recover from you, the driver, or any party responsible for the condition of the Car, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident
- You must give your Insurer access to examine your Car and if asked send them evidence of a valid MOT and/or evidence your Car was regularly maintained and kept in a good condition.

# 4. Non-payment of premiums

If you're paying in instalments under a loan agreement, you must make sure instalments are paid on time. If an instalment isn't received by the date it's due, we, on behalf of your Insurer, will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The Policy will end after the seven days' notice runs out.

For Multi Car Accounts, the seven days' notice of cancellation will be sent to each Policyholder's last known address by first class post or email. The Multi Car Account will end after the seven days' notice runs out and all of the Cars on the Multi Car Account will no longer be insured.

# 5. Car sharing

You can receive financial contributions from passengers as part of a car-sharing arrangement for social or similar purposes without breaking the rules about carrying passengers for hire or reward (or the use of the car for hiring) as long as:

- The Car isn't constructed or adapted to carry more than seven passengers (excluding the driver)
- The passengers aren't being carried as part of a business of carrying passengers
- The total contributions your passengers give you for the journey don't amount to a profit.

#### 6. Keeping your Policy up to date

Your Insurer **may be entitled to refuse** the cover described in this Policy unless you answered all questions truthfully to the best of your knowledge, when you applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance. Your schedule of insurance and Statement of Insurance show the answers you've provided and you can find these in the app and MyAccount. **If any of the details are incorrect, you must let us know as soon as possible after receiving your documents or being notified they're ready to view**.

At renewal, you must tell us if any of the information has changed, including any claims (whether your fault or not), convictions, endorsements, disqualifications and fixed penalties for you or any named drivers. You will need to tell us the DVLA or DVANI offence code if one applies.

You're responsible for keeping the details on this Policy up to date. This includes information about you and all named drivers. Please tell us if there are changes to the status of a driving licence of anyone named on your Policy. This includes if they have passed their driving test or had their licence revoked.

You must let us know if you **move house, change your job, change your Car/s, change what you use your Car/s for** (i.e. business use) or if you want to **add other drivers**. You can do this by updating your Policy in the app or in MyAccount. (details of how to access these are available at the front of this booklet).

You must also update your Policy if you intend to alter or modify your Car/s from the manufacturer's standard specification. This includes, but is not limited to:

- · Changes to the bodywork, such as spoilers or body kits
- · Changes to suspension or brakes
- · Cosmetic changes such as alloy wheels
- Anything affecting performance such as changes to the engine management system or exhaust system
- · Changes to the audio/entertainment system.

Some changes may result in an amendment fee being charged; see 'our fees' in your cover summary for more details.

Some changes to your circumstances can affect how your Insurer will assess the Policy risk and may result in an extra premium being charged or in a reduction in premium.

#### 7. Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you:

- · Knowingly provide information to us that is not true
- Mislead us in any way, including about who is the main user of the Car, in order to get insurance from us, obtain more favourable terms or reduce your premium
- Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a policy or claim knowing the document to be forged or false in any respect
- · Make a claim for any loss or damage caused by your wilful act or with your knowledge.

Then, depending on the circumstances:

- Your Insurer may be entitled to refuse responsibility for the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel or void the Policy without refunding your premium
- All other policies you have entered into through us, to which you are connected (including van, bike and home insurance), may be **cancelled** and your Insurer will only give you a pro-rata refund
- Your Insurer may inform the police of the circumstances of the claim.

#### 8. Victim of crime

You must report the circumstances of any claim you make as a result of you being a victim of crime to police within seven days of discovering the incident and fully co-operate with all resulting police enquiries and prosecution of offenders.

#### 9. Documents we may ask for

It's a condition of your Policy that you supply us with any information or documents that your Insurer may ask to see to support the details you gave when you applied for your Policy. For example; a V5C vehicle registration certificate, a recent utility bill or a current MOT certificate.

Your Insurer may give a discount on your Policy dependent on the number of years of no claims discount (NCD) you state you have. You must provide proof of this when asked to do so. This should be in writing from your last insurer immediately prior to this Policy. If you don't provide this proof, we may change your premium, costs or terms, or cancel your Policy.

Your no claims discount must have been earned in the United Kingdom within the previous two years on a private car policy. It can't be applied to more than one vehicle at a time.

#### **10. Vehicle Modifications**

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Car, your Insurer will only be responsible for parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If you don't tell us about a modification, we may cancel your Policy from its start date, apply additional premium or add new terms to your Policy. If you make a claim your Insurer may reject the claim or only provide partial payment for it.

#### **11. Voluntary use**

Social, domestic and pleasure use includes use of your Car for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

#### 12. Where you live

You'll only be provided with the cover set out in this Policy if you, and any additional drivers on your Policy, are permanently resident in Great Britain or Northern Ireland.

In all the circumstances listed in general exceptions and general conditions, no cover will be provided to you under the Policy. Instead, your Insurer's liability will be restricted to meeting the obligations as required by Road Traffic Act or alternative laws that apply in the country in which the loss occurs. In such circumstances, Insurers may seek to recover from you, or the driver, any sums paid by the Insurer to discharge that person's liability, whether in settlement or under a court judgement.

# Cancellations

This section contains important information about your rights, plus ours and your Insurer's rights of cancellation.

#### Your rights to cancel this Policy

You have the right to cancel this Policy within the first 14 days without incurring a penalty and without giving a reason. This is known as "the 14 day cooling off period" and starts on (i) the day this Policy is entered into or (ii) the day on which you receive these terms and conditions, whichever is later.

#### Policyholder of a single Car Policy

Cancellation can only be authorised by the Policyholder and it's your responsibility to notify any other drivers named on the Policy that they are no longer insured.

#### A Policyholder of a Multi Car Account:

- · Can cancel their own Policy but not the whole Multi Car Account
- Can have their Policy cancelled by the Account Holder if the Account Holder cancels the whole Multi Car Account. Where we haven't managed to obtain the Policyholders consent at the point of the cancellation instruction from the Account Holder, we will send the Policyholder whose consent we have not been able to obtain a 7 days' notice of cancellation, after which the policy will be cancelled
- It's the Policyholders responsibility to notify any other drivers named on the Policy that they are no longer insured.

#### What happens when the Policy is cancelled?

If the Policy is cancelled, any fees, such as the arrangement fee, incurred before cancellation are non-refundable, as is the cost of your insurance for the number of days you've been insured.

If the Policy is cancelled, your Insurer won't refund a Premium for any Car where a non-recoverable claim has been made on the Car or any replacement Car during the Period of Cover. Where instalments are being paid under a loan agreement, the balance of the annual Premium and the cancellation fee (if it's 14 days or more since your Policy started) will need to be paid.

A Multi Car Account includes discounts on the overall Premium. If any Car is cancelled from the Multi Car Account, the entitlement to a discount is lost. Consequently, the Premium will be adjusted for each remaining Car.

A non-recoverable claim is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party. Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a 'fault claim'.

Following the cancellation, we'll calculate the refund as follows:

If the cancellation of the Policy is before the cover starts:

- On a single Car Policy, you'll be entitled to a full refund of the Insurer Premium minus our non-refundable fees as shown on your cover summary document
- On a Multi Car Account, the Account Holder will be entitled to the full refund of the Insurer Premium minus our non-refundable fee as shown on the Multi Car Account fees document.

If the cancellation of the Policy is within the 14 day cooling off period:

- On a Single Car Policy, you'll be entitled to a Premium refund on a pro-rata basis for the Period of Cover that hasn't been used minus our non-refundable fees as shown on your cover summary document
- On a Multi Car Account, the Account Holder will be entitled to the Premium refund on a pro-rata basis for the Period of Cover that hasn't been used minus our non-refundable fees as shown on the Multi Car Account fees document.

If the cancellation of the Policy is at any other time,

- On a Single Car Policy, you'll be entitled to a Premium refund on a pro-rata basis for the Period of Cover that hasn't been used minus our after 14-day cancellation fee and our other non-refundable fees as shown on your cover summary document
- On a Multi Car Account, the Account Holder will be entitled to the Premium refund on a
  pro-rata basis for the Period of Cover that hasn't been used minus our after 14-day
  cancellation fee and our other non-refundable fees as shown on the Multi Car Account
  fees document.

#### **Our rights to cancel your Policy**

#### We may give you seven days' notice of cancellation

We and your Insurer can cancel your Policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the Policy has been cancelled. We can only do this for one of the following reasons:

- We've been unable to collect a payment for your premium see general condition 4
- You refuse to allow us or your Insurer reasonable access to your Car/s in order to provide the services you've requested under this Policy e.g. when you make a claim

#### Our rights to cancel your Policy continued

- You don't provide reasonable co-operation to us or your Insurer in order to allow us to process your Policy, or a claim, or to defend our interests
- · Your Insurer is prevented from providing cover under this Policy by law or other reason
- You don't send us or your Insurer information or documentation that your Insurer reasonably requires to process your Policy, or a claim, or to defend their interests
- You don't take care of your Car/s as required by general condition 3 and in your Insurer's reasonable opinion this materially increases the risk they have insured
- You use threatening or abusive language or behaviour, or intimidate or bully our employees or your Insurer's staff or suppliers.

In certain circumstances we or your Insurer have the right to treat your Policy as if it never existed, without giving you notice or refunding your Premium. This will only apply if you make, try to make or where your Insurer reasonably suspects - misrepresentation which is deliberate and/or reckless. If the Policy is treated as if it never existed, any claims made before or during this time will be declined.

#### **Cancellation with immediate effect**

If you make, or try to make, a fraudulent claim under this Policy, or where your Insurer reasonably suspects fraud, we or your Insurer has the right to cancel your Policy with immediate effect and without refunding your Premium. Any valid claims made before the cancellation of the Policy, will continue to be dealt with by your Insurer.

#### Paying by instalments or direct debit

Where a Policy is cancelled for whatever reason, the instalments that have been paid may not be sufficient to pay for the cover received. In this case, the amount owed for the cover received will need to be paid after cancellation plus any interest and fees that apply, see your Consumer Credit Agreement.

In addition, if you received a discount from us or your Insurer when you bought your Policy, and the Policy is then cancelled, we'll reclaim the unused portion of the discount out of any refund you're due on a pro-rata basis.

If you, or we, cancel the Policy, at any time, any optional extras you bought with the Policy (such as breakdown cover) will also be cancelled. Please see your additional products policy wording for details of refunds on these products.

# Your insurance policy terms and conditions

# About your contract with us

This contract is with us for arranging and administering your insurance Policy. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in this part of the document.

If you make any changes to your Policy we will charge you the additional fee for amendment to your Policy.

Details of our fees are given to you with your policy documents issued at inception and renewal:

- On a single Car Policy, the fees table as shown on your cover summary document.
- · On a Multi Car Account, the fees as shown on the Multi Car Account fees document

They're available in MyAccount: www.hastingsdirect.com/MyAccount

## What is the service we provide?

Our services include arranging your insurance cover. We'll also help you make any changes you need, such as amendments to the cover, use and Car insured. We'll arrange the renewal or cancellation of your Policy. If your original Insurer doesn't accept changes you've made to your Policy, where possible we'll arrange cover with an alternative insurer from our panel. Plus, we can arrange optional additional extras such as legal protection and breakdown cover if required. We're your first point of contact for any incident or claim, after which we'll pass the details to your Insurer.

We give you enough information to make an informed decision about choosing your insurance Policy.

We don't make recommendations or give advice, so please consider all information carefully to make sure the product/s meet your requirements before you buy your insurance.

# **Our fees**

We make charges for administering your insurance. The administration fees are for our services only. Each fee must be paid at the time the transaction is made and is non-refundable.

If you make any changes to your Policy we will charge you the additional fee for amendment to your Policy. Details of our fees are given to you with your policy documents issued at inception and renewal.

They're available in the app in MyAccount: www.hastingsdirect.com/MyAccount

- On a single Car Policy, the fees table as shown on your cover summary document.
- · On a Multi Car Account, the fees table as shown on the Multi Car Account fees document

Your Insurer may charge an additional Premium for changes in your circumstances or changes you make to your Policy. If you decide to cancel your Policy, they'll charge a Premium for the time you've been covered. These Premiums will be in addition to our fees, which are for our services only

#### **Payments and refunds**

The total price of your insurance is shown in your documents and includes insurance premium tax. For legal purposes, we must tell you that in future other taxes or costs may apply that are not paid through or imposed by us. However, at present, we're not aware of any other taxes or costs payable.

We've got the right not to collect payment or refund any amount under £1 when making amendments or alterations to your Policy. If we do, you'll be informed of any collections or refunds when the changes are made. We'll keep any interest and returns earned on any funds we hold.

In line with industry standards, we use a third party to collect and store debit/credit card details. If you've agreed beforehand, we'll use the card details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation, and renewal of your Policy. We'll let you know before doing this.

If we receive an overpayment, we'll refund it using the debit/credit card details we hold. If you receive an overpayment, we'll attempt to recover the money using the debit/credit card stored.

If you initially pay by debit/credit card we'll make any refund to the same card, in accordance with the terms and conditions of the card issuer. We're unable to give cash refunds so all other refunds will be made by cheque.

If you pay for any adjustments to your premium by direct debit, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.

If someone else pays for your insurance, you must show this information to them.

#### What do you mean by 'my loan'?

The full cost of your annual insurance premium is paid to your Insurer when your Policy starts. So if you wish to spread the cost by using direct debits, we provide a loan which you then repay on a monthly basis over the year.

#### **Our arrangements with websites**

We use various referral providers, such as price comparison or cashback websites, to reach new customers. If they introduce you to us, we may pay them a fee for this service.

#### **Ownership and close links**

If we have arranged your insurance with Advantage Insurance Company Limited, please note that we are both part of the same group of companies and are both, indirectly, wholly-owned subsidiaries of Hastings Group Holdings plc (registered in England 9635183), which is the ultimate parent company of the group.

#### **Financial Services Compensation Scheme (FSCS)**

While we're not covered by the FSCS because we're a broker, all the Insurers whose products we offer are covered by the FSCS. This means that if the Insurer cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For car insurance, cover is for 100% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0207 741 4100.

#### Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768.

Our permitted business is acting as an agent, arranging and assisting in the administration of non-investment insurance contacts.

# **Your privacy**

Your privacy is important to us and we go to great lengths to protect it. Our privacy notice will tell you everything you need to know about the personal data we, our Insurers and ancillary product providers hold about you, in order to be able to provide you with a quote or insurance policy. It explains how we, our Insurers and ancillary product providers may collect, use and share your details and tells you your rights under data protection laws.

You'll find our privacy notice at **www.hastingsdirect.com/privacy-notice** but if you'd prefer a paper copy, please speak to our customer relations team. Their details are on the inside back page of this policy document.

If you have any questions about our privacy notice, including any requests to exercise your legal rights under data protection laws, please contact our data protection team. When contacting us, please include your full name, policy number, address and date of birth and send to:

Data Protection Team Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW Email: dataprotection@hastingsdirect.com

# Things you need to know

# **Keeping your Policy up to date**

Your Policy and the cost of your insurance are based on the information you, as the Policyholder, have given us. It's very important that this is kept up to date.

Changes to your Policy will be subject to your Insurer agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. In some cases the additional cost could be significant. Please use the app or visit MyAccount to make changes to your Policy.

Some examples of what you should tell us about follow. These lists can't cover everything so if anything changes, it's a good idea to check the app or MyAccount, or contact us to see if it's something we need to record on your policy.

# Keeping your policy up to date is easy in the app and MyAccount.

You can update your home address, occupation, mileage and where you park your Car at night, in the app and MyAccount, at any time. You can also add or remove drivers, or change the Car on your policy if you get a new one.

Once you've added your new details, you'll be given a quote. If you want to go ahead, you can pay it there and then, all without having to call.

Download the Hastings Direct app from the Apple Store and Play Store.

Log in to MyAccount with your email address: www.hastingsdirect.com/MyAccount

#### You must tell us immediately if:

- You, or any insured driver/s or Car/s, are involved in an accident, no matter how minor and regardless of blame and whether or not you want to make a claim
- Any named driver (including yourself) passes their driving test and moves from a provisional to a full driving licence, or any insured driver's licence is revoked, either temporarily or permanently
- · The status of your or any named driver's licence changes in any other way.

#### Please update your Policy in the app or MyAccount if:

- · You change your address
- · You, or any insured driver/s, change the type of job they do
- · You or any insured driver intend to change any of the Car/s on your Policy
- · You want to change what you use your Car/s for (i.e. for business)
- · You want to add other drivers
- You intend to alter or modify your Car/s from the manufacturer's standard specification. This includes but is not limited to:
  - Changes to the bodywork, such as spoilers or body kits
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Anything affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system.

This isn't a full list of all possible changes. You **must tell us about any alteration you intend to make to your Car/s** – Failure to notify us of a modification may result in your Policy being cancelled from the start date, additional premium being applied or your claim being rejected or not paid in full.

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Car, your Insurer will only be responsible for parts needed to meet the manufacturer's standard specification.

When you renew your Policy it's your responsibility to tell us about any changes or incidents. You'll need to tell us about anything that's happened in the last 12 months to all Car/s on the Policy.

#### **Continuous Payment Authority**

A method of automatic payment used when paying by debit or credit card.

Continuous Payment Authority prevents you from having to provide fresh payment details each time payments are due on your policy, such as your renewals, or when an additional premium is due following a change to your policy and any outstanding balances due after cancellations. Continuous payment authority allows your insurance cover to continue without interruption and we are automatically able to take any payments that are due. You will always be told in advance before any payments are taken and you can cancel the continuous payment authority at any time by contacting us.

#### When you renew your Policy

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any named driver.

Changes we need to know about include, but are not limited to:

- · All circumstances listed in this section
- If you or any named driver have been involved in any accidents, claims or losses not previously notified to us, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window)
- · Any prosecutions or motoring convictions that you, or any named drivers, are aware of.
- · Any fixed penalty notices or licence endorsements incurred during the year
- Any medical or physical condition or disability that you or any insured drivers need to tell the DVLA/DVANI about, including any you haven't told them about yet
- Any non-motoring convictions that you and any named drivers have that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however someone has received a prison sentence of more than four years, the conviction will never be spent.

If you don't tell us about changes and take reasonable care to ensure that the information you supply is honest, full and correct we or your Insurer may cancel your Policy from the start date, apply additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any Third Party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering.

Please email CounterFraudMailbox@hastingsdirect.com if you'd like further details on how the fraud prevention agencies may use this information.

# **Renewing your Policy**

At least 21 days before your Policy ends we'll send a renewal notice that the insurance cover is due to expire. In most cases, this notice will include an offer to renew the insurance for another year. The renewal notice will include important facts about the Policy, any changes to the Policy terms and a price.

- · On a Single Car Policy, the renewal notice is sent to the Policyholder
- On a Multi Car Account, the renewal notice will be sent to the Account Holder

The renewal terms offered will be based on the most recent information you've given us. Please check the accuracy of this information and if any details are incorrect contact us immediately.

In a small number of cases, the Insurer may not renew the Policy. If this happens, we'll search our panel of insurers to try and find an alternative insurer for the Policy. If we're able to do this, we'll include their offer in the notice of renewal. Likewise, we'll tell you if we're unable to find you an insurer.

If you want to accept a renewal offer, you must take reasonable care to ensure that all information contained in the Policy is correct and up to date for all Car/s. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the Policy represents a new contract of insurance, starting on the date shown on the renewal schedule of insurance and it's the Policyholders responsibility to ensure that all drivers are aware of all terms and conditions.

#### **Automatic renewal**

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew the Policy we'll tell you this in your renewal notice.

In a small number of cases, we won't automatically renew the Policy. If this is the case, we'll let you know in your renewal notice. Some of the reasons we may not automatically renew the Policy include:

- · You've previously told us you don't want us to automatically renew your Policy
- · Our panel of insurers won't insure you for another year
- · You've got an outstanding debt on your current Policy.

If you don't want your Policy to renew automatically, you can opt out by changing your settings in MyAccount (up until we've sent your renewal notice) or by calling our customer services team at any time before your renewal date. If you'd like to discuss your renewal price or have any other questions about your renewal notice, please also get in touch www.hastingsdirect.com/contactus.

#### **After renewal**

If the Policy is paid by annual or monthly direct debit or continuous payment authority, we'll continue to collect the premium as agreed previously, using the same account details given to us in the previous year. When the Policy is renewed, this will be a new contract of insurance with us starting on the cover start date shown on the renewal documents.

If the Policy is paid annually but the credit/debit card details are not left with us, so that we can automatically renew the Policy, this will be a new contract of insurance on the day the Policy is renewed and the premium will be due on this date.

You must contact us as soon as possible to pay the premium.

You have the right to cancel this Policy at any time as detailed in the cancellation section of this Policy.

### How to make a complaint

We want to provide you with a high level of customer service, if you're not happy about something please tell us. Email: customerrelations@hastingsdirect.com

Call: 0333 321 9677

#### Address: Customer relations team, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea TN39 3LW

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

#### **Financial Ombudsman Service**

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

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

Call: 0800 023 4567 or 0300 123 9123 (from mobiles or non BT lines) Email: complaint.info@financial-ombudsman.org.uk

Opening hours: Monday - Friday 8am - 8pm, Saturday 9am - 1pm

This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.



#### How to claim

To report an incident or make a claim, 24 hours a day, 365 days a year: Online: Log into MyAccount **www.hastingsdirect.com/MyAccount** Call (in the UK): **0333 321 9800** Call (outside of the UK): **00 44 1424 738 585** 

If you need to send us more information about your claim (such as photos of the damage) you can email or write to us: Email: **motorclaims@hastingsdirect.com** 

Address: Claims department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

#### Manage your policy online

In the app and MyAccount you can check or change your details, view your documents or find answers to questions in our FAQs

Log in or register for MyAccount: **www.hastingsdirect.com/MyAccount** Download the Hastings Direct app:





Chat to our customer services team: www.hastingsdirect.com/contact-us

#### Did you know we also provide

Multi car, bike, home and van insurance: 0333 321 9759