



Hastings Premier 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



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Contents

Welcome	2
Your cover	2
Legal statement, your contracts of insurance and important documents	3
Your legal obligations – the law and motor insurance	7
Who can speak to us about your Policy	8
How to make a claim	9
Replacement car service.....	10
Meaning of words – terms and definitions explained	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 exceptions – what your policy doesn't cover.....	30
	General conditions.....	33
	Cancellations and removing a car from a multi car policy.....	38

Hastings Premier inclusive benefits

Motor legal expenses insurance	43
RAC Breakdown cover policy	57

Terms and conditions

Your contract with us – the service we provide and what you pay for	86
Our fees – administration costs for our services	87
Ownership and links with websites and other companies	89
Who regulates us?	89
Your privacy	90

Things you need to know

Keeping your policy up to date – tell us if anything changes	92
Renewing your policy	95
Complaints – how to contact us if you're unhappy with the service	97

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 86-90 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
3. 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 84-90 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.

Your Hastings Premier inclusive benefits

Please see the inclusive benefits section for full details	
Motor Legal Expenses	Insurer
<ul style="list-style-type: none">• Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident.• Legal expenses to defend you in a prosecution for motoring offences.• 24/7 legal advice.	Allianz Legal Protection, a trading name of Allianz Insurance plc.
Breakdown Cover	Insurer
<ul style="list-style-type: none">• Roadside assistance and misfuelling cover are automatically included as standard.• Higher levels of cover are available to buy. If you've paid for a higher level of cover, this will be shown on your Cover Summary document.	RAC Motoring Services RAC Insurance Limited

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.
- ii) 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

	Stop 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.
	Tell us even if you don't want to make a claim. Log into MyAccount www.hastingsdirect.com/MyAccount or call (in the UK) 0333 321 9800 (outside the UK) 00 44 1424 738 585
	Obtain 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.
	Police 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.

Policy features and benefits		Policy cover		
		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	<p>The part of the claim that you must pay, even if the damage or loss isn't your fault.</p> <ul style="list-style-type: none">• A compulsory Excess is the amount you'll have to pay towards each claim. It's set by your Insurer.• 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.

Excess (continued)

- **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.**
- 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.
- 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.

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.

Section 1

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.

Section 3

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

Section 4

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 abroad:

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.

Section 6

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.

Section 8

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.

Section 9

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.

Section 10

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 couriership
- 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 Hastings Premier inclusive benefits

Welcome to your Hastings Premier inclusive benefits

Your Hastings Premier Car Policy includes two inclusive insurance policies, as standard; Motor Legal Expenses Insurance and Motor Breakdown Roadside assistance. They form part of your Policy but are underwritten by a different insurer to your car insurance and have their own terms and conditions.

This section includes the details of these policies, please read it carefully so you know what you're covered for.

To claim please call the numbers below

Motor Legal Expenses Insurance

Road Traffic Accident related claims:

0333 321 9800

Lines are open: 8am - 8pm Monday to Friday,
10am - 8pm Saturday and 10am - 5pm on Sunday.

Defence of prosecution claims and legal helpline:

0344 770 1051

Lines are open 24 hours a day; throughout the year.

Motor Breakdown Insurance

Roadside assistance is included in Hastings Premier policies.

How to claim 24 hour emergency help

In the UK:

0333 321 9644

In Europe:

00 44 1737 815 876

Text messaging is available

For deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to:

00 44 07624 808266

Calls to 0344 numbers cost no more than calls to numbers starting with 01 or 02 and are included in inclusive minutes and discount schemes in the same way. If you don't have an inclusive minute plan, calls are typically charged between 2p and 40p per minute. Check with your network provider.

Motor Legal Expenses Insurance

This policy covers you for:

- Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident
- Legal expenses to defend you in a prosecution for motoring offences
- 24/7 legal advice.

Please read these terms, conditions and exclusions carefully so that you understand what you're covered for.

Period of cover: As long as your premium is paid, your legal expenses cover is valid for the same duration as your motor insurance policy. Check your Cover Summary for the effective dates.

Who is covered: This cover applies to the policyholder. It also extends to any authorised driver and passengers for recovery of losses and personal injury not covered by your motor insurance policy.

What is covered: This policy covers legal costs up to a maximum of £100,000 to recover losses not covered by your motor insurance and to pursue compensation for personal injury if you're involved in a Road Traffic Accident that's not your fault. Damages will be claimed against those whose negligence caused the Road Traffic Accident. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

Prospects of success: We provide cover when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

This insurance cover is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc and arranged and administered by Carpenters Limited.

How to claim

Call us on the freephone numbers below as soon as you know of any potential claim and before you take any action yourself.

Road Traffic Accident related claims:

0333 321 9800

Lines are open: 8am - 8pm Monday to Friday,
10am - 8pm Saturday and 10am - 5pm on Sunday.

Defence of prosecution claims and legal helpline:

0344 770 1051

Lines are open 24 hours a day; 365 days a year.

If your situation isn't covered under this insurance, the legal Advisers may be able to help you under a private funding arrangement where you pay their fees.

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:

Administrator	Carpenters Limited who arrange and administer this insurance.
Adviser	Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another legal representative nominated by you.
Advisers' Costs	Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.
Conditional Fee Agreement	An agreement between you and the Adviser, or between us and the Adviser, under which the Adviser will charge you, or us, for their fees.
Conflict of Interest	There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.
Cover Summary	The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.
Indemnity	Compensation for loss, damage or injuries.
Instructed Advisers' Costs	The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.
Insured Incident	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.
Insured Period	The duration of your motor insurance policy, shown on your Cover Summary.
Legal Action	The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle.

Pleas in Mitigation

A Plea in Mitigation is an opportunity to provide information that may help you when the court is deciding on the sentence for a motoring offence.

Positive Outcome

A Positive Outcome following Legal Action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.

Road Traffic Accident

A Road Traffic Accident in the countries listed in Territorial Limits involving the Vehicle during the Insured Period which isn't your fault and for which another known insured party is at fault.

Territorial Limits

Any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

Underwriter

Allianz Legal Protection, a trading name of Allianz Insurance plc.

Vehicle

The Vehicle covered by your certificate of insurance, including a caravan or trailer being towed by it.

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

We/Us/Our

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You/Your

The policyholder plus, in cases of personal injury, the authorised driver and passengers for recovery of losses not covered by your motor insurance.

Terms of cover

If a claim is accepted under this insurance, we'll appoint our panel solicitors, or their agents, to handle your case.

You're not covered for any other legal representatives' fees unless it's necessary to start court proceedings or a Conflict of Interest arises. If either of these circumstances arise and you want to use a legal representative of your own choice, you'll be responsible for costs above the Instructed Advisers' Costs.

This insurance covers Advisers' Costs up to the maximum of £100,000 where:

- The Insured Incident takes place during the Insured Period and within the Territorial Limits
- The Legal Action takes place within the UK or EU.

This insurance doesn't provide cover where something you do, or fail to do, prejudices your position or the position of the Underwriter in connection with the Legal Action.

Your motor legal expenses insurance explained

Recovery of losses and personal injury not covered by your motor insurance

What's covered

Up to £100,000 of legal costs to pursue damages arising from a Road Traffic Accident which causes:

- Death or injury to an insured person travelling in, or getting into or out of, your Vehicle
- Damage to the Vehicle or personal property not covered by your motor insurance
- Out of pocket expenses such as loss of your insurance policy excess, courtesy car hire and other costs including applications for payment under agreements funded by the Motor Insurers' Bureau (MIB).

If the Legal Action is to be decided by a court in England or Wales and the damages you're claiming are above the small claims court limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages. This means that, win or lose, you won't have to pay any fees.

Personal injury claims

If the damages you're claiming are below the small claims limit, Advisers' Costs will be covered as long as they're not more than the amount in dispute.

What's not covered

- Stress, psychological or emotional injury unless it arises from you suffering physical injury
- Claims relating to an agreement you've entered into with another person or organisation offering legal advice.

Motor prosecution defence

What's covered

- Legal costs to defend a case dealing with a motoring offence committed while using the insured Vehicle
- Pleas in Mitigation, in certain circumstances, these may be put to a court to request leniency. These are covered where there is a 51% or better prospect of success.

What's not covered

- Parking offences
- Alleged road traffic offences where you didn't hold, or were disqualified from holding, a driving licence
- Road traffic offences for which you are being prosecuted for driving while under the influence of alcohol, drugs or other substances, whether prescribed or not
- Advisers' Costs: if you're entitled to a grant of legal aid from the Legal Aid Agency or where funding is available from another public body, a trade union, employer or any other insurance policy
- Motoring prosecutions where your motor insurers have agreed to provide your legal defence.

General exclusions

You're not covered

- If the Insured Incident happened before you bought this insurance
- If you fail to give proper instructions to us or the Adviser, or fail to respond to a request for information or attendance by the Adviser
- If Advisers' Costs haven't been agreed in advance or exceed those for which we've given our prior written approval
- For Advisers' Costs incurred by avoidable correspondence or which are recoverable from a court, tribunal or other party
- For claims made by or against the Underwriter, us or the Adviser
- For any claim arising from racing, rallies, track days including on de-restricted toll roads such as the Nurburgring, competitions, off-road events, trials, or when your Vehicle is driven on an airfield
- For an application for Judicial Review, which reviews the legality of a legal decision or action.
- If you start an appeal without our prior written consent
- For any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you've deliberately misled the Adviser
- If you were disqualified from driving, did not hold a valid driving licence or the Vehicle didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the Insured Incident
- For disputes between the Adviser and any other party which only relates to the level of Advisers' Costs
- For your own solicitor's costs where your claim is being pursued under a Conditional Fee Agreement
- Where your Advisers' estimated costs are greater than the amount in dispute, (except in relation to claims for losses not covered by your motor policy)
- If your motor insurer rejects or cancels your motor insurance policy or refuse indemnity.

General conditions

1. Claims

- You must notify us as soon as possible, and within a maximum of 180 days, once you become aware of the Insured Incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under 'How to claim'
- We'll appoint the Adviser to act on your behalf
- We may investigate the claim and take over and conduct the Legal Action in your name subject to your consent (which mustn't be unreasonably withheld) and we may reach a settlement of the Legal Action
- You must supply, at your own expense, all the information which we reasonably ask for to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you've elected to use a legal representative of your own choice you will be responsible for any Advisers' Costs in excess of our Instructed Advisers' Costs
The Adviser must represent you in accordance with our standard conditions of appointment which are available on request.

The Adviser must:

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge
- Keep us fully informed of all developments and provide any information as we may require.
- Keep us regularly informed/updated of costs incurred
- Tell us of any offers to settle and payments into court. If, against our advice, such offers or payments aren't accepted there will be no further cover for Advisers' Costs unless we agree, in our absolute discretion, to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if we ask for them
- Attempt to recover costs from third parties
- Agree not to submit a bill for Adviser's costs to the Underwriter until the conclusion of the Legal Action
- If there is a dispute about costs, we may require you to change Adviser
- Your Underwriter will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success
- You must supply all information requested by the Adviser and us
- If you withdraw from the Legal Action without our prior consent you will be responsible for any Advisers' Costs. Any costs already paid by us must be repaid by you
- You must instruct the Adviser to provide us with all the information that we ask for and report to us as we ask, at their own cost.

2. Disputes

Any disputes between you and us in relation to our assessment of your prospects of success or nomination of solicitor may, where both parties agree, be referred to an arbitrator who will be either a solicitor or barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Prospects of success

We cover costs when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

Examples of a Positive Outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves your interests.

4. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

5. English law

This contract is governed by English law unless otherwise agreed.

6. Language

All communications will be in English.

Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

This cover is included in your Hastings Premier car policy, so it can't be cancelled separately.

You've got the right to cancel your Hastings Premier policy, to which this cover is attached, within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

You can also cancel your Hastings Premier policy at any time after the initial 14 day period detailed above, by giving notice to Hastings Direct. A cancellation fee may apply.

When you cancel your Hastings Premier policy, to which this cover is attached, this policy will also be cancelled.

Our rights to cancel your policy

We may give you seven days' notice of cancellation, if we have a valid reason. We, or Hastings Direct, 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. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you are paying in instalments by direct debit, you fail to pay Hastings Direct
- You don't keep to the terms and conditions of this policy in any significant way
- You don't co-operate with our representatives/advisers
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this insurance
- You refuse to allow reasonable access to your vehicle and any information which we require in order to provide the services you've requested under this policy
- We're prevented from providing cover under this policy by law or other reason
- You repeatedly or seriously break the terms of this policy.

If your Hastings Premier policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a full refund of the insurer premium minus any applicable cancellation fee
- Within the 14 day cooling off period, you'll receive a refund of the insurer premium for the cover you haven't used minus any applicable cancellation fee
- At any other time, you'll receive a pro-rata refund of the insurer premium for the cover you've not used minus any applicable cancellation fee
- If you've made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments under a loan arrangement and a claim has been made, you'll have to pay the balance of the annual premium plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

We may cancel without giving you any notice

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at **www.hastingsdirect.com/privacy-notice** but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at:

Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited,
Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

Caring for our customers

We want to give you a high level of customer service, if you're not happy about something please tell us. For complaints about the administration of your policy please contact the Administrator:

lei@carpenters-law.co.uk Tel: 08000 940 010.

Carpenters Limited, Leonard House, Scotts Quays, Birkenhead CH41 1FB.

For any other complaints about your policy, please contact us:

alpcomplaints@allianz.co.uk Tel: 0345 0700 886

Customer Satisfaction Manager, Allianz Legal Protection, Allianz - ALP, PO Box 10623, Wigston LE18 9HJ.

If you're not satisfied with our final response, you may refer the matter to the Financial Ombudsman.

E-mail: complaint.info@financial-ombudsman.org.uk Tel: 0800 023 4567.

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations. Your entitlement to compensation will depend on the circumstances of the claim.

Further information is available at: www.fscs.org.uk or call: 0800 678 1100.

Authorisation and regulation

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No. 84638), Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Allianz Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW and postal address: Allianz - ALP, PO Box 10623, Wigston LE18 9HJ

Terms and conditions

Details of your cover

The cover detailed here is only included if it's listed in your insurance Cover Summary and shown as paid in your payment summary.

Services	Section	Roadside (included in Hastings Premier car insurance)	Roadside and recovery	Roadside, recovery and at home	Roadside, recovery, at home and European motoring assistance
Roadside assistance beyond a quarter of a mile from Home	A	✓	✓	✓	✓
Local recovery within 15 miles	A	✓	✓	✓	✓
Misfuelling* in the UK	E	✓	✓	✓	✓
UK recovery	B	✗	✓	✓	✓
24 hour hire car	D	✗	✓	✓	✓
Overnight accommodation	D	✗	✓	✓	✓
Assistance at home	C	✗	✗	✓	✓
European cover	F	✗	✗	✗	✓
Getting your vehicle back to the UK	F4	✗	✗	✗	✓

*Misfuelling in Europe isn't covered

Breakdown causes

You're covered for Breakdowns caused by:

Type of fault	Covered
Flat battery	✓
Flat tyre	✓
Mechanical Breakdown	✓
Electrical Breakdown	✓
Road Traffic Collision	✓
Vandalism	✓
Having no fuel or putting the wrong type of fuel into the Vehicle	✓
Fire	✓
Theft or attempted theft	✓
Keys locked in your Vehicle	✓

Contact information

Breakdown – get help from the RAC: **0333 321 9818**

Breakdown in Europe

Calling from Europe: **00 33 472 43 52 55***

Calling from a French landline: **0800 290 112** (freephone)

Calling from the Republic of Ireland: **1800 535 005** (freephone)

Bringing your Vehicle back to the UK after a Breakdown **0330 159 0342**

To request a claim form From the UK: **0330 159 0334** From Europe: **00 44 161 332 1040***

In writing: Email: europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform

Hastings Direct Customer services: 0333 321 9801

In writing: Customer Services Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW Email: customerservices@hastingsdirect.com

Hearing and speech assistance

Telephone prefix **18001** to access Tynetalk or text the RAC on **07855 828282**

*Please replace the 00 at the beginning with 810 when in Belarus or Russia.

Telephone charges

The RAC don't cover the cost of making or receiving calls and they may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with your provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with your mobile phone provider for more information. It may not always be possible for the RAC to return a call to a mobile phone.

If your Vehicle Breaks Down, please provide the RAC with:

1. Your name or policy number
2. Identification such as a bank card or driving licence
3. Your Vehicle's make, model and registration number
4. The exact location of your Vehicle – the road you're on or the nearest road junction
5. The number of the phone you're using
6. The cause of the Breakdown, if you know it
7. Your credit/debit card if you need additional services.

If you fail to make contact with the RAC within 24 hours of becoming aware of the Breakdown, RAC Breakdown Cover may be refused in relation to that particular Breakdown.

Remember

Please let the RAC know if you've called them but manage to get going before they arrive.

The RAC will only provide cover if they arranged help, so please don't go directly to a garage or use another recovery service, or otherwise approve any action without speaking to the RAC and getting their approval first.

Breakdowns or Road Traffic Collisions on a motorway in France or mainland Europe

Motorways in France and many other European countries are privately managed. If your Vehicle Breaks Down or is involved in a Road Traffic Collision on a French motorway, motorway service area, or other European private motorway, you must use the roadside emergency telephones as the RAC can't send assistance. If your Vehicle is recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The RAC will Reimburse these charges as long as your Vehicle is towed to the recovery company's depot. This may also apply to other roads, so the RAC recommend you use the emergency phones where available. If they won't send a breakdown recovery vehicle, you should contact the RAC.

Important information about your RAC Breakdown Cover

Your RAC Breakdown Cover consists of:

1. A Breakdown policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
 - a) RAC Motoring Services provides insurance for Sections A, B and C; and
 - b) RAC Insurance Limited provides insurance for Sections D, E and F.
2. Your Cover Summary - detailing the type of cover you have and the level of cover chosen. A separate payment summary will detail the premium and any other charges payable. These will be made clear before you buy your RAC Breakdown Cover, and provided to you by Hastings Direct after you've purchased.

You will need to pay a premium for the contracts of insurance which will be made clear to you before you buy your RAC Breakdown Cover.

Important information about your policy

1. This RAC Breakdown Cover is intended to offer services relating to the Breakdown of vehicles. It meets the demands and needs of those who want to make sure the risk of the Breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks if your Vehicle Breaks Down are met.
2. Some sections of cover are optional. The ones you have chosen are listed on your Cover Summary. Please make sure this is correct.
3. There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
4. All requests for service must be made directly to the RAC.

Policy type

This RAC Breakdown Cover covers the Vehicle shown on your Cover Summary and is registered at your Home address also shown in your Cover Summary. The Vehicle is covered whoever is driving.

Policy period

The RAC Breakdown Cover will start on the Start Date and end after the End Date as shown on your Cover Summary.

Limits of cover

Cover under this RAC Breakdown Cover is subject to limits on:

1. When a Claim can be made:
 - a) no Claim is permitted under Sections A or C if the Breakdown happened before you bought this RAC Breakdown Cover;
 - b) in order to make a Claim under Section B (Recovery) the RAC must have first attended under Section A (Roadside); and
 - c) in order to make a Claim under Section D (Onward travel), the RAC must have first attended under Section A (Roadside) or C (At home).
2. The amount that's covered for certain types of Claim or for certain sections, as set out in this RAC Breakdown Cover.

Reimbursement

Under some sections, you may need to pay for the service up front and Claim this back from the RAC. To do so, please visit www.rac.co.uk/reimbursementclaimform. If you have any queries please contact Breakdown customer care on 0330 159 0342. Please send your completed claim form with proof of payment (such as a receipt) to RAC Breakdown customer care team. The RAC may ask you to supply original documents.

Hire car terms

Certain sections of this RAC Breakdown Cover include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What's covered

Up to 24 consecutive hours or until your Vehicle has been fixed if sooner:

1. The RAC will try to find a hire car close in size to your Vehicle, but can't guarantee this and may offer more than one hire car;
2. If you are not eligible for a hire car arranged by the RAC for any reason, such as you don't meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let the RAC know before you hire a car, and then provided they have agreed the cost, they will Reimburse you up to £35 per day;
3. Where the RAC arrange a hire car they will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay any excesses that may apply).

What's not covered

1. The RAC won't provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
 - a) delivery and collection of the hire car and any fuel used;
 - b) fuel while using the hire car; or
 - c) any excesses and additional costs.

Included benefits

As well as the cover the RAC provide under Sections A to F, they offer the following benefits provided by RAC Motoring Services at no additional charge to you and include:

1. Urgent message relay; and
2. Replacement driver.

Additional services

RAC Motoring Services can also offer other services following a Breakdown for an additional charge, which will be agreed with you before service is provided.

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:

Beyond Economical Repair

where the total cost required to repair your Vehicle, including any taxes, is greater than the Market Value of your Vehicle. If your Vehicle has Broken Down in Europe, the total cost required to repair your Vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the Breakdown has happened;

Breakdown/Breaks Down/Broken Down

an event during the Policy Period, that stops your Vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, misfuel, Road Traffic Collision, fire, theft and acts of vandalism or as a result of flood, snow or mud, but not as a result of any Driver Induced Fault, or any key related issue other than keys locked in your Vehicle;

Call-Out/Claim

each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

Caravan/Trailer

any caravan or trailer that's less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

Cover Summary

the document that's called 'Cover Summary' containing important details about this RAC Breakdown Cover and levels of cover;

Driver/Their/They

you or any driver of your Vehicle at the time a Breakdown occurs who is authorised to be driving the Vehicle and is permanently resident in the UK;

Driver Induced Fault

any fault caused by actions or omissions of the Driver of your Vehicle, except running out of fuel, misfuel and battery failure;

End Date

the date that this RAC Breakdown Cover expires as shown on your Cover Summary;

Europe	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;
Hastings Insurance Services Limited/ Hastings Direct	Hastings Insurance Services Limited of Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW who arrange and administer this RAC Breakdown Cover;
Home	the address in the UK where you live permanently, as shown on your Cover Summary;
Market Value	the market value in the UK, as reasonably determined by the RAC in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as your Vehicle;
Passengers	the Driver and up to 7 (seven) people travelling in your Vehicle;
Planned Departure Date	the date when you intend to begin your Trip. The RAC may ask for proof of this;
Policy Period	the length of time for which your RAC Breakdown Cover is in force as shown on your Cover Summary;
RAC	<ol style="list-style-type: none"> 1. For Sections A, B and C means RAC Motoring Services; 2. For Sections D, E and F means RAC Insurance Limited; 3. For Additional Services means RAC Motoring Services; and 4. In each case any person employed or engaged to provide certain services on their behalf;
RAC Breakdown Cover	this RAC Breakdown policy that is subject to the terms and conditions together with your Cover Summary;

Reimburse/ Reimbursement	Reimbursement by the RAC under the Reimbursement process;
Road Traffic Collision	a traffic collision involving your Vehicle;
Specialist Equipment	equipment that's not normally required by the RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;
Start Date	the date that this RAC Breakdown Cover begins, or renews, as shown on your Cover Summary;
Trip	a journey to Europe which begins and ends at your Home during the Policy Period;
UK	England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes the Channel Islands and the Isle of Man, if you are a resident there;
Vehicle	<p>your UK registered vehicle as shown on your Cover Summary and that complies with the following specifications:</p> <ol style="list-style-type: none"> 1. It is either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or 2. For Section F it's either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide; 3. It is a motorcycle over 49cc and is not a mobility scooter.

The definition below has the same meaning throughout these terms and conditions even when they don't start with a capital letter.

you/your	the person taking out the RAC Breakdown Cover as named on your Cover Summary.
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Your Cover

Section A. Roadside

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for Roadside.

What's covered;

If your Vehicle Breaks Down within the UK more than a quarter of a mile from your Home, the RAC will:

1. Send help to repair your Vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair your Vehicle at the roadside, the RAC will recover your Vehicle and Passengers to a destination chosen by the Driver up to a maximum of 15 miles from the Breakdown;

If the RAC recover your Vehicle to a garage, the RAC will Reimburse you for taxi costs for Passengers to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a Caravan or Trailer Breaks Down within the UK more than a quarter of a mile from your Home, the RAC will send help to repair the Caravan or Trailer at the roadside. This could be a permanent or temporary repair.

The RAC will not provide any other cover under this RAC Breakdown Cover if a Caravan or Trailer Breaks Down. However, if your Vehicle Breaks Down and there is a Caravan or Trailer attached to it the RAC will recover the Caravan or Trailer as well.

What's not covered:

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than us;
3. Any Breakdown resulting from a fault that the RAC have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) our advice after a temporary repair has not been followed;
4. Recovery for Caravans or Trailers if the Caravan or Trailer Breaks Down.

Section B. Recovery

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for Recovery.

What's covered:

If the RAC can't repair your Vehicle under Section A (Roadside), the RAC will recover your Vehicle from the Breakdown location to:

1. A local garage; or
2. A single destination chosen by the Driver within the UK. For long distances the RAC may use more than one recovery vehicle.

Recovery must be arranged with the RAC while the RAC are at the scene.

What's not covered:

1. Please see the "What's not covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where your Vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by your Vehicle's manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section C. At home

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for At home.

What's covered:

The RAC will provide the same cover as the 'What's covered' part of Section A (Roadside) if your Vehicle Breaks Down at, or within a quarter of a mile of, your Home.

What's not covered:

Please see the 'What's not Covered' part of Section A (Roadside), which also applies here.

Section D. Onward travel

Onward travel is included within 'Roadside and recovery', 'Roadside, recovery and at home' and 'Roadside, recovery, at home and European motoring assistance' cover levels.

If the RAC attend a Breakdown under Sections A (Roadside) or C (At home), and cannot fix your Vehicle on the same day, the RAC will help the Driver by making arrangements to allow the continuation of your journey. The Driver can choose one of the following options, subject to availability:

1. Hire car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire car

What's covered:

Please see hire car terms under 'Important information about your policy' above. Hire cars must be arranged with the RAC within 24 hours of the time of Breakdown.

2. Alternative transport

What's covered:

If the Driver would prefer to continue the journey by air, rail, taxi or public transport, the RAC will Reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

What's covered:

The Driver may decide that waiting for your Vehicle to be fixed is best. The RAC will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

What's covered:

The RAC will also help if the Driver or one of the Passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. They will help to:

1. Book one night's bed and breakfast accommodation for the Driver and Passengers if the hospital is more than 20 miles from Home. The RAC will Reimburse you up to £150 per person or £500 for the whole party; and
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

What's not covered:

The RAC won't help the Driver where They or one of the Passengers is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. Misfuel rescue

RAC Breakdown Cover includes cover for misfuel rescue.

What's covered:

If you have, by mistake, put the incorrect fuel in your Vehicle, within the UK, the RAC will send help to:

1. Drain, flush and clean the fuel system;
2. Clean, repair and replace the fuel injector system;
3. Add up to 10 litres of the correct fuel to get you on your way; and
4. Dispose of the contaminated fuel.

What's not covered:

1. Damage due to wear and tear, meaning the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or your Vehicle's mileage;
2. Damage caused by an existing fault or defect; or
3. Any damage not caused by you misfuelling.

Section F. European motoring assistance

Please refer to your Cover Summary which sets out whether this RAC Breakdown Cover includes cover for European motoring assistance.

Limits of cover

The cover under Section F is subject to an overall limit of £2,500 per Call-Out and is subject to the further limits of cover in respect of each type of cover. Each Trip is limited to a maximum of 90 days.

Section F1: Onward travel in the UK

What's covered:

If the RAC attend a Breakdown under Section A (or C) and cannot fix your Vehicle by your Planned Departure Date and you are within 24 hours of your Planned Departure Date the RAC will arrange a hire car for the continuation of your Trip up to £125 per day for up to 14 days and up to a maximum of £1,500 in total.

What's not covered:

Requests following a Road Traffic Collision.

Section F2: Roadside assistance in Europe

What's covered:

If your Vehicle Breaks Down or is involved in a Road Traffic Collision in Europe during a Trip, the RAC will send help to either:

1. Repair your Vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair your Vehicle at the roadside, the RAC will:
 - a) recover your Vehicle and Passengers to a local garage for fault diagnosis on the Vehicle;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £150 when your Vehicle can be repaired on the same day;
 - d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
 - e) the RAC will also relay any urgent messages from the Driver to a contact of Their choice.

What's not covered

1. Repair costs, including garage labour charges:
 - a) if your Vehicle was in a Road Traffic Collision; or
 - b) if your Vehicle repair costs will be more than its Market Value.
2. The costs of any parts.

By Claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.

Section F3: Onward travel in Europe

What's covered:

If your Vehicle has a Breakdown or is involved in a Road Traffic Collision during a Trip in Europe and the RAC establish that the repairs cannot be completed within 8 hours, the RAC will help the Driver by making arrangements for the Passengers to continue the Trip. The Driver can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

What's covered:

1. A hire car as a replacement until your Vehicle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, sea, taxi or public transport.

2. Additional accommodation expenses

What's covered:

The RAC will arrange and pay a contribution for additional accommodation expenses if you can't use your pre-arranged accommodation up to £40 per person per day up to a maximum of £500 for all Passengers.

What's not covered:

Accommodation where the Driver has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. Your Vehicle has been repaired to a roadworthy condition; or
2. The decision to bring your Vehicle Home is made by the RAC or your motor insurer; or
3. Once the RAC establish that the repair costs to your Vehicle exceed its Market Value.

Once the Driver is notified of cover ending, if They have a hire car, it must be returned to the place agreed with the RAC within 24 hours. The Driver can keep the hire car for longer if you agree this with the RAC first and pay for it.

Getting your passengers home

RAC will provide alternative transport as above to get the Passengers back Home if:

1. Your Vehicle is brought back Home under Section F4; or
2. The RAC establish that the repair costs to your Vehicle exceed its Market Value under Section F4.

Section F4: Getting your Vehicle Home

What's covered:

If the RAC attend a Breakdown or a Road Traffic Collision in Europe under Section F2 and your Vehicle cannot be repaired before the Driver's planned return to the UK, the RAC will arrange and pay for:

1. Recovery of your Vehicle to a single destination of the Drivers choice within the UK; and
2. Storage charges for your Vehicle whilst awaiting it's return to the UK; or
3. If your Vehicle is repaired in Europe, the cost of one person to travel to collect your Vehicle by standard class rail or air or sea fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing your Vehicle is greater than its Market Value as a result of a Breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty;
5. Reimbursement for a hire car in the UK once the RAC have brought Passengers Home under Section F3 until your Vehicle is brought back to the UK, up to 24 consecutive hours.

The RAC will take the Passengers in your Vehicle Home under Section F3 (Onward travel in Europe).

It is the RAC's decision whether to get your Broken Down Vehicle Home or have it repaired locally. If your Vehicle was involved in a Road Traffic Collision covered by your motor insurance, the RAC will follow your motor insurer's decision about whether to get your Vehicle Home or have it repaired locally.

What's not covered:

1. Any costs:
 - a) if your Vehicle is Beyond Economical Repair;
 - b) covered under your motor insurance;
 - c) relating to storage once you have been notified that your Vehicle is ready to collect; and
 - d) relating to any costs incurred as a result of actions or omissions of your motor insurers;
2. The RAC will not take your Vehicle back Home if:
 - a) your Vehicle is roadworthy; or
 - b) a customs officer or other official finds any contents in your Vehicle that are not legal in that country;
3. Any import duties not relating to your Vehicle, for example relating to items carried in your Vehicle;
4. The RAC will not cover the costs of fuel, insurance or meals;
5. The RAC will only cover costs under this section up to the Market Value, so if you want the RAC to bring your Vehicle Home and the costs of bringing your Vehicle Home exceed this amount you will need to pay any costs above this amount before the RAC make arrangements.

Important

1. Following authorisation by the RAC, it can take up to 14 working days for your Vehicle to be delivered back to the UK. At busy times and from some countries it may take longer.
2. If the RAC don't bring your Vehicle back to the UK, you'll have 10 weeks in which to advise the RAC of how you want to recover or dispose of it. If you do not contact the RAC within 10 weeks the RAC will dispose of it at your cost.

Section F5: Vehicle break-in emergency repairs in Europe

Before claiming under this section the break-in must be reported to the police in order to obtain a written report.

What's covered:

If your Vehicle suffers damage to windows, windscreens or locks, in Europe, caused by forcible entry or attempted forcible entry, although this is not a Breakdown the RAC will Reimburse you, up to £200 for:

1. Immediate emergency costs incurred in order to continue the Trip: or
2. The costs of recovering your Vehicle to a local repairer to ensure your Vehicle is secure and roadworthy.

What's not covered:

1. The cost of any parts; or
2. Any benefits under any other section of this RAC Breakdown Cover.

Section F6: Replacement driver in Europe

What's covered:

Although this isn't covered as a Breakdown under this RAC Breakdown Cover, if the Driver suddenly or unexpectedly falls ill during the Trip in Europe, meaning They can't drive, the RAC will provide a replacement driver to allow the Trip to continue or return Home. The RAC will need written confirmation from the treating hospital or medical expert that the Driver isn't able to drive.

What's not covered:

1. If there's another qualified driver who's a Passenger and is fit and legally able to drive your Vehicle.
2. Any benefits under any other section of this RAC Breakdown Cover.

General conditions for Section F

1. The RAC will not cover any Call-Out for any repairs to your Vehicle which aren't essential in order to continue the Trip;
2. Any Claim which the Driver could make under any other insurance policy. If the value of the Call-Out is more than the amount which can be recovered under another policy the RAC may pay the difference, subject to the limits as set out in this RAC Breakdown Cover;
3. You must make sure your Vehicle meets all relevant laws of the countries visited during a Trip;
4. How the exchange rate is calculated:
 - a) any costs incurred directly by the RAC in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by your credit or debit provider; or
 - ii. at the exchange rate used by the RAC when your claim form is received if you paid in cash;
5. The RAC will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and either:
 - i. the garage/repairer; and/or
 - ii. your motor insurer;

6. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, the RAC will always try to find a suitable option that is available at the time, however:
 - a) the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, the RAC aren't able to and can not be responsible for checking the condition of each vehicle or the quality of service provided by each company;
7. If, following a Breakdown, your Vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in the reasonable opinion of the RAC that would lead to additional costs being incurred, the RAC reserve the right to refuse to provide cover under Section F3 (Onward travel in Europe) or Section F4 (Getting your Vehicle Home);
8. If the Breakdown is caused by flooding brought about by adverse weather the RAC will only arrange for your Vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to your Vehicle's motor insurer;
9. In handling Breakdown Call-Outs there may be more than one option available to you under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in Breakdown situations. In doing so the RAC will act in consultation with you, and act reasonably at all times;
10. This RAC Breakdown Cover does not cover:
 - a) Vehicle storage charges, other than under Section F4;
 - b) Call-Outs if you are not carrying a serviceable spare tyre provided by the manufacturer;
 - c) the hire of minibuses, motorhomes, motorcycles, Caravans, Trailers or vans;
 - d) overloading of a Vehicle under the laws in any country in which the Vehicle is travelling;
 - e) Breakdowns or Road Traffic Collisions caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this RAC Breakdown Cover. If you don't comply the RAC can refuse cover and/or cancel your RAC Breakdown Cover.

1. You must pay your premium.
2. You must request services directly from us, as the RAC will only provide cover if the RAC make arrangements to help you.
3. Where the Breakdown is caused by a component failure this must stop your Vehicle from working, so for example an air-conditioning failure in itself does not constitute a Breakdown, and the illumination of a warning light does not always constitute a Breakdown. If it does not, you'll need to take your Vehicle to a place of repair and your RAC Breakdown Cover will not cover this.
4. The RAC will not cover any Claim where your Vehicle is already at a garage or other place of repair.
5. Where the RAC deem, acting reasonably, that you requested service to avoid the cost of repairing your Vehicle, or to correct an attempted repair by someone else, the RAC will not provide cover.
6. A Driver must be with your Vehicle when the RAC attend.
7. You're responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a Vehicle. The RAC won't be responsible for any loss of or damage to them.
8. Where the RAC recover Passengers under the age of 16, they must be accompanied by an adult.
9. The RAC won't allow animals in their vehicles, except guide dogs. Animals can stay in your Vehicle at the Driver's own risk. The RAC won't be liable for any injury to animals, or damage caused by them. The RAC won't transport any livestock and won't be responsible for any costs relating to animals.
10. Your Vehicle mustn't carry more Passengers than the number stated in your Vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must sit in a properly fitted child seat.
11. Where the RAC provide a repair to your Vehicle, whilst the RAC are responsible for that repair, this doesn't mean that they are confirming the legal and roadworthy condition of your Vehicle. This remains your responsibility.
12. The RAC will not be responsible for any losses that happen following a Breakdown that aren't expressly covered by this RAC Breakdown Cover. For example, the RAC won't pay for any loss of earnings or missed appointments.
13. The RAC don't guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst they will try to check that the garage will do the type of repairs required, the RAC cannot guarantee this. The RAC will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and either (i) the garage /repairer; and/or (ii) your motor insurer.

14. During extreme weather, riots, war, civil unrest, industrial disputes, the RAC's services can be interrupted. They will resume their service to you as soon as they can in these circumstances.
15. The cost of the following is not covered by this RAC Breakdown Cover:
 - a) Specialist Equipment;
 - b) ferry charges for the Vehicle and the RAC's vehicle;
 - c) any damage to glass even if the damage means the Vehicle cannot be legally or safely driven. the RAC will arrange transport to a local garage so you can arrange to get your Vehicle fixed but you will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them;
 - e) recovery by someone other than RAC even if this is requested by the emergency services; or
 - f) the RAC will only provide recovery once instructed to do so by the emergency services.
16. In handling any Claim there may be more than one option available to the Driver under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in Breakdown situations. In doing so the RAC will act in consultation with the Driver, and act reasonably at all times.
17. Your Vehicle mustn't be used for hire and reward and/or courier services.
18. This RAC Breakdown Cover does not cover:
 - a) routine servicing, maintenance or assembly of the Vehicle;
 - b) Caravan or Trailers, except as described under Section A;
 - c) Breakdowns resulting from activities that aren't subject to the normal rules of the road, such as rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d) Breakdowns that happen off the public highway to which the Driver or the RAC have no legal access;
 - e) your Vehicle if it isn't legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) Vehicles that aren't in a roadworthy condition. If the RAC consider, acting reasonably, that your Vehicle isn't in a legal or roadworthy condition, they can refuse to provide service. If you can demonstrate that your Vehicle is roadworthy the RAC will provide service;
 - g) any Claim that is or may be affected by the influence of alcohol or drugs;
 - h) any Breakdown that's caused by or as a result of Vehicle theft or fire or any Driver Induced Fault; or
 - i) any Claim under this RAC Breakdown Cover where the Breakdown was first reported to the RAC under a different policy.
19. If the Driver is asked to review and approve a document recording the condition of the Vehicle, including an electronic form, it's Their responsibility to make sure that the record is accurate and complete, and the RAC won't be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If your Vehicle has Broken Down in the Republic of Ireland, the RAC will provide a Roadside attendance service only, as described under Section A (Roadside). If your Home address is in Northern Ireland and you have purchased Section B (Recovery), the RAC will recover your Vehicle to your Home or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If your Vehicle has Broken Down and the Driver needs to get in touch with friends and family urgently, the RAC will get a message to them.

Replacement driver

If the Driver becomes ill during a journey in the UK and no one in the party can drive your Vehicle, the RAC may be able to provide a replacement driver. This service is discretionary, and the RAC will decide whether or not to provide this service.

Additional services

The RAC can provide additional services that are not included in your RAC Breakdown Cover but the RAC will charge you for these, for example to:

1. Purchase the parts you need to get on your way;
2. Pay for Specialist Equipment to complete the repairs;
3. Extend the hire time for a hire car; or
4. Arrange a second or extended recovery.

If you need extra help, the RAC will agree the costs up front and will need full payment before the RAC can help. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if the RAC help someone under your RAC Breakdown Cover and They cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the Breakdown.

Cancellation of your RAC Breakdown Cover

This section contains important notes about your rights, and the RAC or Hastings Direct's rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You've got the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'. You can also cancel this policy at any time after the initial 14 day period, by giving notice to Hastings Direct.

Our rights to cancel your policy

The RAC or Hastings Direct can give you seven days' notice of cancellation if we have a valid reason. The RAC or Hastings Direct, 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.

Valid reasons may include but are not limited to:

1. You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay Hastings Direct.
2. You don't keep to the terms and conditions of this policy in any significant way.
3. You don't co-operate with our representatives or advisers.
4. You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
5. You refuse to allow reasonable access to your Vehicle and any information which the RAC require in order to provide the services you've requested under this policy.
6. The RAC are prevented from providing cover under this policy by law or other reason.
7. You repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by you or us:

1. A pro-rata refund of the premium will be given, as long as no Claim has been made.
2. If you've made a Claim during the Policy Period, no refund of the premium will be given.

If you're paying by instalments and a Claim has been made, you'll have to pay the balance of the annual premium.

We can cancel without giving you any notice

If you make, or try to make, a fraudulent Claim under this policy, or if the RAC reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium. If your car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

Misuse of RAC Breakdown Cover

Each Driver and all Passengers must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the RAC into a dishonest or illegal act;
3. Fail to tell the RAC important facts about a Breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the RAC may:

1. Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
2. Immediately cancel this RAC Breakdown Cover; and
3. Refuse to sell any RAC Breakdown Cover or services to you in the future.

The RAC may also take any of the additional steps as set out above if any Claim is found to be fraudulent in any way. The RAC Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent Claim forfeited. A refund of premium will not be paid. Hastings Direct will notify you in writing if the RAC decide to take any of the above steps.

Renewal of RAC Breakdown Cover

Your RAC Breakdown Cover will continue when you renew your existing associated motor insurance policy and will be detailed in your Cover Summary.

Changes to your details

You must let Hastings Direct Insurance Services Limited know immediately if you need to change anything on your RAC Breakdown Cover.

Hastings Insurance Services Limited can be contacted by phone, post, or email.

Telephone: 0333 321 9801

Post: Hastings Insurance Services Limited, Conquest House, Collington Avenue,
Bexhill-on-Sea, East Sussex TN39 3LW Email: customerservices@hastingsdirect.com

If you change your Vehicle you must call Hastings Insurance Services Limited to update your details. If you don't, you might not be covered.

The RAC will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and you and any other named Drivers as detailed in your Cover Summary will no longer be covered by the RAC.

All communications from Hastings Insurance Services Limited or the RAC shall be considered to have been received if sent to your last known postal or email address.

Complaints

The RAC are committed to providing excellent service. However, the RAC realise there are occasions when you feel you did not receive the service you expected. If you are unhappy with the services relating to this RAC Breakdown Cover such as services at or following a Breakdown, or the included benefits please contact the RAC as follows:

Complaints relating to your Breakdown Claim: 0330 159 0337 (freephone)

In writing: RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Email: breakdowncustomercare@rac.co.uk

Complaints relating to the sales and administration of your

RAC Breakdown Cover: 0333 321 9677 (freephone)

In writing: Customer Services Department, Hastings Insurance Services Ltd, Conquest House Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW

Email: customerservices@hastingsdirect.com

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website:

<http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. For qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

If the RAC can't resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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

Telephone: **0800 023 4567** or **0300 123 9123**

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the RAC if it is about a Claim or Hastings Direct if it is about the sale or your RAC Breakdown Cover.

Using this complaints procedure will not affect your legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it can't meet its obligations under the relevant sections of cover, you may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean GL17 1DY
Or by calling: **0800 678 1100**

The cover provided by RAC Motoring Services under this RAC Breakdown Cover is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this RAC Breakdown Cover and the Cover Summary and other information relating to this contract) will be in English.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and the RAC and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data the RAC, as a product provider, and Hastings Insurance Services Limited hold about you, so a quote or insurance policy can be provided to you. It explains how the RAC and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws.

You'll find the privacy notice at www.hastingsdirect.com/privacy-notice but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws. You can contact them at:

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

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

If you would like a list of all RAC group companies, please write to or email the RAC's Data Protection Officer.

Please contact the RAC if you would like a copy of this RAC Breakdown Cover in another format such as in large print or on audio disc.

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

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**