
Hiscox Motor Insurance Policy wording



Contents

General terms and conditions	2
Motor – physical damage	8
Third-party motor liability	15
Motor – legal expenses cover	19
Motor prosecution defence and loss of driving licence cover	24
European breakdown cover	28

General terms and conditions

WD-APC-UK-GTC(2)
18769 01/21

Introduction

Thank you for choosing to insure with Hiscox. Please read this wording, together with any endorsements and the schedule, very carefully.

If anything is not correct, please tell us or your broker as soon as possible.

We always try to deliver the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your schedule.

General definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

Act of terrorism

An act, including using or threatening to use force or violence, which:

1. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
2. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amount insured

The most **we** will pay as shown in the **schedule**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. ongoing operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of;
4. cause damage to,

any data or **computer or digital technology**, including but not limited to:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

European Union

The countries within the European Union.

Excess

The amount **you** are required to pay as the first part of each agreed claim.

Hacker	<p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf. <p>This definition does not apply to the Personal cyber section of the policy.</p>
Period of insurance	The time for which this policy is in force as shown in your schedule .
Policy	This insurance document and the schedule , including any endorsements .
Program(s)	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
We/us/our	The insurer named in the schedule in respect of each section of the policy .
You/your	The policyholder named in the schedule and anyone else identified as 'you/your' in the Special definitions of any section of this policy .

Our promise to you	<p>We will:</p> <ol style="list-style-type: none"> cover you in accordance with the terms and conditions of this policy in return for the premium you pay; and pay covered claims as quickly and efficiently as possible.
---------------------------	---

Your promise to us	<p>You must:</p> <ol style="list-style-type: none"> take care when providing any information we ask for and ensure that it is true, accurate and complete. Tell us or your broker if this information changes. If you are in any doubt, please talk to us or your broker. We will tell you if a change in information affects your insurance; and comply with the terms and conditions of this policy, including the terms of each section. <p>If you do not, it may affect the validity of the policy, our ability to pay a claim or the amount we pay in respect of a claim.</p>
---------------------------	---

How to make a claim	<p>In order for us to deal with your claim you must:</p> <ol style="list-style-type: none"> tell us or your broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, you must also tell the police as soon as possible; not admit responsibility or make any offer of payment without our prior agreement; send any correspondence regarding a claim to us or your broker if you have one, as soon as you can; give us all the co-operation we need to investigate and resolve your claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents we may reasonably require;
----------------------------	---

5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment we have suffered as a result of **your** failure to comply with these obligations.

You must also comply with any other conditions contained within the specific sections of the **policy**.

Information you have given us

- | | |
|--|--|
| Reasonable care | 1. The information you give to us is important as we use this in setting the terms and premium for the policy . You must take reasonable care not to give us information that is untrue, incomplete or inaccurate. |
| Deliberately or recklessly given information | 2. Occasionally, we are deliberately or recklessly given false information. If this happens we will treat this policy as if it never existed and refuse all claims. You must repay any payments already made by us under the policy and we will not return the premium to you . |
| Carelessly given information | <p>3. If you acted carelessly when giving us your information, several things could happen:</p> <ol style="list-style-type: none"> a. if we provided insurance cover that we would not otherwise have offered, we will treat this insurance as if it had never existed. If this happens, we will give you back your premium and you must repay any payments already made by us under the policy; b. if we would have insured you on different terms, we will amend this policy retrospectively and apply these amended terms to all claims under the policy, including any claims you have already made; or c. if we would have charged you more premium if you had provided accurate information, you must pay us the difference between the premium we actually charged and the premium we would have charged. We may deduct this amount from any claim payment. <p>Paragraphs 3. b. and c. above do not apply where:</p> <ol style="list-style-type: none"> i. the information concerned relates to the value of any physical property covered under this policy; and ii. the underinsurance condition in the Your home and personal possessions section applies |
| Changes to information | <p>4. If there are any significant or material changes during the period of insurance to any information you have given us, you must let us know as soon as possible. This includes anything that could result in any limit within the policy not being sufficient, such as acquiring new property. We may then change the terms of the policy, charge an additional premium or cancel the policy in accordance with the cancellation condition. If you do not tell us about such change, we will be entitled to the remedies set out under 3. a. to c. above with effect from the date of the change.</p> <p>You do not need to tell us about any newly acquired property covered under 'New possessions' in the Home and personal possessions section, where you benefit from that additional cover.</p> |

Your obligations

You must:

1. always try to prevent accident or injury and protect **your** property against loss or damage;
2. keep **your** property in good condition and repair; and
3. arrange for urgent repairs to be undertaken as soon as possible, if such repairs are needed to prevent further damage.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Full value

You must ensure that the **amount insured** represents the full value of the property covered under the **policy**, as set out below:

1. for buildings, the full value is the estimated cost of rebuilding the buildings to the same specification, including fees and expenses involved in the rebuilding. This is not the same as the market value.
2. for tenant's improvement, the full value is the cost to repair or replace as new.
3. for contents, the full value is the current cost as new.
4. for jewellery, watches and valuable items that are not specified individually, the full value is the higher of the replacement cost and the current market value.

If the **amount insured** does not represent the full value, **we** may reduce the amount **we** pay for a claim.

General conditions

Governing law

1. Unless agreed otherwise in writing, this **policy** is governed by the law, and any disputes in relation to the **policy** will be dealt with in the courts, of the country within the **United Kingdom** in which **your** main residence is situated. If **your** main residence is not in the **United Kingdom**, the law and courts of England and Wales will apply.

The most we will pay

2. When a claim is made, **we** will only ever pay up to the relevant **amount insured**.

Multiple insureds

3. If more than one person is entitled to cover under the **policy**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one such person. Unless **you** have advised **us** otherwise, **we** will pay each person named in the **schedule** their respective share of such claim.

Fraudulent claims

4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:
 - a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
 - b. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the fraud, dishonesty or exaggeration;
 - c. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
 - d. not return any premium.

If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back.

Third parties

5. No third party will have any right, or be able to enforce any term of this **policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.

Cooling-off

6. a. If for any reason **you** feel that this **policy** is not right for **you**, **you** can cancel the **policy** within 15 days of insuring with **us**. If **you** have not made a claim, **we** will return **your** premium in full.

Cancellation by you

- b. **You** can cancel the **policy** by notifying **us** at any time. If **you** cancel after the first 15 days and have not made a claim, **we** will return a pro-rata proportion of **your** premium.

We will never charge **you** a fee for cancelling the **policy**.

Cancellation by us

7. a. **We** may cancel this **policy**, but **we** will only do so for a valid reason and only after giving **you** at least 30 days' notice, which will be sent by recorded post to the

correspondence address shown in **your schedule**.

This does not apply to the Motor physical damage or Motor third-party liability sections of the **policy**, where applicable.

- b. If **we** cover **you** under the Motor physical damage or Motor third-party liability sections of the **policy**, **we** may cancel those sections by giving **you** 14 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.

If **we** cancel the **policy** or any section of the **policy** for any reason, **we** will return a pro-rata proportion of **your** premium, provided **you** have not made a claim.

Premium instalments	8. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 15 days after the due date, we may cancel the policy . We will contact you before we cancel your policy in order to give you the opportunity to pay any premium due to us . If the policy is cancelled, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Renewal	9. We will write to you or your broker if you have one, at least 21 days in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your policy . The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically, we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please let us know before the renewal date of your policy .
Premium payment	10. We will not make any payment under this policy unless you have paid the premium due to us . If you make a claim under the policy , we will keep the premium that is due to us . If you pay your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.
Cover under multiple sections	11. Where you , or anyone else entitled to cover under the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.

What is not covered

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

We do not cover any claim, loss, damage or liability:

Deliberate acts	1. arising out of a deliberate or dishonest act by you or anyone acting on your behalf.
Terrorism	2. directly or indirectly due to: a. biological or chemical contamination; or b. any failure in the supply of gas, water, electricity or phone service to your home ; which is caused by an act of terrorism .
Nuclear and radiation	3. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.
War	4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
Confiscation by authority	5. directly or indirectly due to your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.

Other insurance

6. that would be covered under another insurance if this **policy** did not exist. However, **we** will pay the amount exceeding the cover available under that other insurance.

Claims promise

We pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up-to-date.

We can only keep this promise if **your** bank is in the **United Kingdom** and if **you** give **us** **your** bank details at the time **you** accept **our** offer. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

Motor – physical damage

WD-APC-UK-MOTPD(4)
18777 06/21

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to How to make a claim within the General terms and conditions and Your obligations below.

Special definitions for this section

Classic vehicle	Any vehicle shown on the schedule as a classic vehicle.
Driver	The corresponding driver or drivers identified by name on the schedule in respect of each insured vehicle .
Insured vehicle	Any: <ol style="list-style-type: none"> 1. classic vehicle; or 2. luxury vehicle.
Luxury vehicle	Any vehicle shown on the schedule as a luxury vehicle.
Market value	The cost to replace an insured vehicle with one of similar make, model, age, mileage and condition at the time of loss or damage. We decide this amount.
Other driver	Any other driver over the age of 30 who does not permanently reside with you or live in the grounds of your home. Students living away from home are not considered an 'other driver'.
Other vehicle	Any vehicle, provided that it is not: <ol style="list-style-type: none"> 1. a classic vehicle, luxury vehicle or courtesy vehicle; 2. a vehicle owned by any driver; 3. a vehicle which is available for regular use by any: <ol style="list-style-type: none"> a. driver; or b. person who permanently resides with you; 4. a vehicle which belongs to or is hired to the employer of a driver; or 5. a vehicle which is hired or leased by a driver under a hire purchase or lease agreement.
Territorial limits	The European Union , as well as the United Kingdom , Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.
You/your	Also includes a spouse or partner who permanently resides with the policyholder named in the schedule .

What is covered

Physical damage	We will cover physical loss of or physical damage to an insured vehicle occurring during the period of insurance anywhere within the United Kingdom .
Overseas use	We will also cover physical loss of or physical damage to an insured vehicle occurring during

the **period of insurance** anywhere else within the **territorial limits**. This cover will only apply where the **insured vehicle** has spent more than 6 months in total in the **United Kingdom** in the 12 consecutive months immediately preceding damage.

Other drivers	We will cover any other driver on the same basis that a driver would be entitled to cover under this section. Your schedule will specify if this cover applies.
Additional cover – all vehicles	Unless shown otherwise in your schedule , we will also provide you with the following cover up to the corresponding amount insured .
Car Jacking and road rage	<p>If any driver, or any passenger in an insured vehicle with such driver, is subject to physical assault as a result of aggravated or attempted theft or any other incident involving an insured vehicle during the period of insurance, we will pay towards the cost of legal representation, medical expenses, counselling or any other associated expenses.</p> <p>This additional cover does not apply if the assault is by a relative or a person known to you or any driver.</p> <p>No excess is payable under this additional cover.</p>
Child car seats	<p>If there is a child car seat in an insured vehicle which is involved in a covered accident involving impact damage, we will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.</p> <p>No excess is payable under this additional cover.</p>
Courtesy vehicle	<ol style="list-style-type: none"> 1. If a classic vehicle or luxury vehicle cannot be used because of a covered loss, we will pay the reasonable cost you or a driver incur, which we have agreed to in advance, to hire a courtesy vehicle. <p>If the courtesy vehicle provided by the repairer is not satisfactory to you, we will replace it with a courtesy vehicle which is similar to the damaged classic vehicle or luxury vehicle.</p> <p>We will only pay such hire costs for the period of time that the classic vehicle or luxury vehicle is being repaired or until the theft or total loss claim is settled.</p> <p>If you decide not to hire a courtesy vehicle, we will waive the excess applicable to the damaged classic vehicle or luxury vehicle if that excess is less than £4,000.</p> <ol style="list-style-type: none"> 2. If we cover the cost of hiring a courtesy vehicle under this section, we will cover physical loss of or physical damage to the courtesy vehicle on the same basis as an insured vehicle whilst in the care of a driver. We will only provide such cover for the duration that we cover the hire of the vehicle. <p>An excess of £1,000 is payable in the event of physical loss of or physical damage to a courtesy vehicle.</p>
Disablement	<p>If, as a result of an accident resulting in a covered claim under this policy, you or a driver are registered disabled, we will pay towards the cost of making applicable modifications to the classic vehicle or luxury vehicle.</p> <p>No excess is payable under this additional cover.</p>
Emergency transportation	<p>If the insured vehicle cannot be used because of a covered loss and it is located more than 50 miles from the driver's residence, we will pay towards:</p> <ol style="list-style-type: none"> 1. emergency transportation costs; and 2. accommodation and meals; <p>incurred by the driver.</p>
Emergency treatment	<p>We will reimburse any driver for payment made under the United Kingdom Road Traffic Act 1988 or any similar or successor legislation for emergency treatment incurred as a result of an accident covered under this section while using an insured vehicle.</p> <p>No excess is payable under this additional cover.</p>
Lock and key replacement	Should any driver lose or have the key to the door, ignition or alarm immobiliser of an insured vehicle or electronic garage door opener stolen during the period of insurance ,

	<p>we will pay for its replacement and for the replacement of the associated lock.</p> <p>No excess is payable under this additional cover.</p>
Medical expenses	<p>We will pay necessary medical expenses incurred by any driver as a result of an accident during the period of insurance while he or she is occupying the insured vehicle.</p> <p>No excess is payable under this additional cover.</p>
Personal accident cover	<p>We will pay any driver or their estate the sum shown in the schedule for bodily injury in the event that an accident during the period of insurance involving an insured vehicle is the sole cause of:</p> <ol style="list-style-type: none"> 1. death; 2. total loss of a limb; or 3. loss of sight in one or both eyes. <p>We do not provide this additional cover if the accident is caused directly or indirectly whilst the driver has a blood alcohol level exceeding the limit prescribed by the United Kingdom Road Traffic Act 1988 (or similar or successor legislation or regulation, including in any other applicable country within the territorial limits) or is under the influence of any illegal substance.</p> <p>No excess is payable under this additional cover.</p>
Personal possessions	<p>We will pay for loss of or damage to personal possessions belonging to a driver, where the possessions are lost or damaged due to an accident, fire, theft or attempted theft covered under this section.</p> <p>No excess is payable under this additional cover.</p>
Personal registration	<p>If the insured vehicle has a personalised registration number plate purchased from the DVLA and the insured vehicle is declared by us to be a total loss as a result of loss or damage covered under this section, we will pay the cost to transfer or replace the registration number.</p> <p>No excess is payable under this additional cover.</p>
Road fund licence	<p>If the insured vehicle is declared by us to be a total loss, we will pay for the unexpired portion of the road fund licence which you are unable to recover from the licencing authorities.</p>
Spare parts and accessories	<p>We will pay for new or refurbished spare parts, accessories and tools designed for use with an insured vehicle that are lost or damaged due to an accident or to fire, theft or attempted theft during the period of insurance.</p>
Trailers	<p>We will cover theft of or physical damage during the period of insurance to a trailer or non-motorised horsebox, which any driver owns or is legally responsible for and which is no more than 4.6 metres (15 feet) in length, whether it is attached to an insured vehicle or not.</p> <p>No excess is payable under this additional cover.</p>
Uninsured drivers excess waiver	<p>If an insured vehicle is involved in an accident covered under this section and the other driver is not insured, we will not apply the applicable excess. This only applies if we consider the accident not to be the driver's fault.</p>
Additional cover – luxury vehicles only	<p>The following applies to luxury vehicles only. Your schedule will specify if you have the benefit of cover for luxury vehicles.</p> <p>Unless shown otherwise in your schedule, we will provide the following cover up to the corresponding amount insured.</p>
Driving other vehicles	<p>We will cover physical loss of or physical damage to any other vehicle on the same basis as a luxury vehicle whilst in the care of a driver.</p>
Inability to drive due to ill health or injury	<p>If any driver:</p> <ol style="list-style-type: none"> 1. has their driving licence revoked by the DVLA or other licencing agency as a result of being incapacitated due to ill-health; or

2. is unable to drive as a result of injury following an accident which results in loss or damage covered under this section;

during the **period of insurance**, **we** will contribute towards alternative transportation costs, for a maximum period of 12 months.

No **excess** is payable under this additional cover.

Trauma

If any **driver** is subject to medically diagnosed trauma following a covered loss involving an **insured vehicle**, **we** will pay towards the cost of medical expenses, counselling or any other associated expenses. **We** will not make any payment unless the trauma is reported to a doctor within six months of the covered loss.

No **excess** is payable under this additional cover.

What is not covered

We do not cover:

- | | |
|--------------------------------|--|
| Deliberate acts | 1. loss or damage arising out of a deliberate act by any driver or by anyone acting on any driver's behalf. |
| Driving by third parties | 2. loss or damage to an insured vehicle while being driven by anyone other than any driver or any other driver . This does not apply to loss or damage caused by theft or attempted theft. |
| Racing | 3. loss or damage arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not limited to the Nürburgring). |
| Alcohol and illegal substances | 4. loss or damage caused by or resulting from any driver having a blood alcohol level exceeding the limit prescribed by the United Kingdom Road Traffic Act 1988 or any similar or successor legislation or under the influence of any illegal substance. |
| Loss of use | 5. loss of use of an insured vehicle . |
| Use for hire or reward | 6. loss or damage arising from the use of any insured vehicle to carry property or people for a fee. |
| Hire, lease or loan | 7. loss or damage arising from the operation of any insured vehicle that has been hired, leased or loaned by any driver for a fee to any other person. This does not apply to any courtesy vehicle provided or arranged by us under Additional cover – all vehicles, Courtesy vehicle. |
| Airport vehicles | 8. loss or damage to or arising from: <ol style="list-style-type: none"> a. airport service vehicles; or b. any vehicle being used on those parts of airport premises to which the public do not have free vehicular access. |
| Wear and tear | 9. any maintenance cost caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming. |
| Specific vehicles | 10. any vehicle with: <ol style="list-style-type: none"> a. fewer than four wheels, including any motorcycle, unless listed in the schedule; or b. ten or more seats including that of the driver, including any bus or coach. |
| Waterborne vessels | 11. waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land, unless amphibious and licensed to go on highways (but not including any waterborne exposure). |
| Dangerous cargo | 12. loss or damage involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: |

- a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive;
- b. the bulk transportation of liquid petroleum or gasoline; or
- c. the transportation of gases in liquid, compressed or gaseous forms.

Reduction in value	13. the reduction in value of any insured vehicle .
Use without permission	14. loss or damage caused by any person who uses an insured vehicle without the owner's permission.
Cyber incidents	<p>15. damage to, or any loss, cost or expense arising in respect of any item or component of computer or digital technology in the insured vehicle which is directly caused by:</p> <ul style="list-style-type: none"> a. a cyber attack or fear or threat of a cyber attack; b. a hacker or fear or threat of a hacker; c. computer or digital technology error; d. social engineering communication; or e. the item or component's digital connectivity to any other item or component of computer or digital technology in the insured vehicle which has been directly affected by a cyber attack or hacker. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack, hacker, computer or digital technology error or social engineering communication.</p>

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim. This amount will be shown as an **amount insured**.

We will not pay the cost of preparing a claim.

Excess

Your schedule will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**. However, **we** agree to waive **your excess** for any:

- 1. damage to glass and windscreens which is repaired and not replaced; or
- 2. **insured vehicle** which is declared by **us** to be a total loss.

Settlement terms – partial loss

Following physical loss of or physical damage to an **insured vehicle** which does not result in **us** declaring the vehicle a total loss, **we** will decide whether to repair the **insured vehicle** or make a cash settlement. In no event will **we** pay more than the **amount insured**.

Settlement terms – total loss

The following applies to any **insured vehicle** declared by **us** to be a total loss.

An **insured vehicle** will be declared to be a total loss if it is totally destroyed or stolen and not recovered within 30 days of its theft or 14 days if a tracking device is installed to the **insured vehicle** and is active at the time of the theft.

An **insured vehicle** is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the **amount insured** or **market value**, whichever is the lesser.

Where **we** cover an **insured vehicle** on a 'reinstatement value' or 'market value' basis, the **insured vehicle** is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the **market value**.

If any **insured vehicle** is declared a total loss, the way **we** settle **your** loss is as follows:

Market value	1. if the basis of settlement shown on the schedule is 'market value', we will pay you the insured vehicle's market value at the date of the loss;
Agreed value	2. if the basis of settlement shown on the schedule is 'agreed value', we will pay you the amount insured ;

Extended value	<p>3. if the basis of settlement shown on the schedule is 'extended value' and the cost to repair the insured vehicle is more than its amount insured, we will increase the amount insured by 25% or £100,000, whichever is less, to cover such repair costs.</p> <p>We will only provide this cover if you are able to provide us with a suitable invoice for the repair cost for the insured vehicle.</p> <p>We will not increase the amount insured for any insured vehicle if it is stolen and not recovered;</p>
Reinstatement value	<p>4. if the basis of settlement shown on schedule is 'reinstatement value', we will pay you the higher of the insured vehicle's market value or the amount insured.</p> <p>However, the most we will pay for a vehicle covered on a 'reinstatement value' basis is £100,000; and</p>
Luxury vehicles less than 24 months old	<p>5. regardless of the settlement basis shown on the schedule, if a luxury vehicle is less than 24 months old from the date of first registration at the time it is destroyed or stolen and you are the first registered owner, you may ask us to replace the luxury vehicle, subject to its availability, with a new one of the same make and model. However, we will not pay more than the manufacturer's listed price at the time of loss.</p>
Salvage	<p>When we pay for a total loss the salvage becomes our property. We may, at our discretion, write to you at your correspondence address giving you the opportunity to buy the insured vehicle back from us within 90 days of our payment of your claim.</p> <p>We will charge you:</p> <ol style="list-style-type: none"> 1. the amount we paid for your claim plus interest; or 2. an amount we consider is a fair value of the salvage at the time the vehicle is declared by us to be a total loss; <p>whichever is less.</p>
Other vehicles	<p>We will only pay for claims covered under this section arising from the use of any other vehicle if the claim is not covered by any other insurance policy.</p>

Your obligations

You must tell **us** or **your** insurance broker as soon as possible about any incident which **you** may need to claim for under this section of the **policy**. **Our** 24-hours a day, seven days a week helpline is available on the telephone number shown on the **schedule**.

In addition, in the event of theft, bodily injury or a crime being committed, **you** or the **driver** must notify the police and obtain a crime reference number from them.

We will:

1. where necessary recover the **insured vehicle** to a destination or repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
2. inspect, approve and authorise any repairs to the **insured vehicle**;
3. clean the **insured vehicle** on completion of any repairs;
4. where appropriate return the **insured vehicle** to **you**;
5. where appropriate collect any courtesy car from **you**; and
6. guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of three years.

Recovering a claim payment **We** may pursue, in **your** name or that of a **driver** but at **our** expense, recovery of any amounts **we** may become liable to pay under this section of the **policy**. **You** or the **driver** must give **us** all the assistance **we** may reasonably require to do this.

Receiving your claim payment **You** may elect to receive **your** claim payment by cheque or via electronic fund transfer.

Special conditions

The following conditions apply to the whole of this section and are in addition to the General terms and conditions.

Information

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. **You** must also tell **us** about the following changes:

1. a change in circumstances affecting the driving licence of any **driver**;
2. criminal convictions for any **driver**;
3. any modifications to an **insured vehicle**;
4. any change affecting the ownership of an **insured vehicle**;
5. any change in the way an **insured vehicle** is used; or
6. any change of correspondence or garaging address.

If **you** are in any doubt, please contact **us** or **your** insurance broker.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of your **policy** or require **you** to pay more for the **policy**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Reasonable care

You must take reasonable steps to:

1. keep all **insured vehicles** in a roadworthy condition; and
2. protect any **insured vehicle** from loss or damage.

If **you** do not, **we** will not make any payment for any claim if **we** can establish that **your** failure to comply with the obligations caused or contributed to the event giving rise to the claim.

Third-party motor liability

WD-APC-UK-MOTLB(2)
18778 01/21

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to How to make a claim within the General terms and conditions and Your obligations below.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Certificate	The motor certificate issued by us to you and which is your evidence of motor insurance.
Classic vehicle	Any vehicle shown on the schedule as a classic vehicle.
Driver	The corresponding driver or drivers identified by name on the schedule in respect of each insured vehicle .
Insured vehicle	Any: <ol style="list-style-type: none"> 1. classic vehicle; or 2. luxury vehicle.
Luxury vehicle	Any vehicle shown on the schedule as a luxury vehicle.
Other driver	Any other driver over the age of 30 who does not permanently reside with you or live in the grounds of your home. Students living away from home are not considered an 'other driver'.
Other vehicle	Any vehicle, provided that it is not: <ol style="list-style-type: none"> 1. a classic vehicle, luxury vehicle or courtesy vehicle; 2. a vehicle owned by any driver; 3. a vehicle which is available for regular use by any: <ol style="list-style-type: none"> a. driver; or b. person who permanently resides with you; 4. a vehicle which belongs to or is hired to the employer of a driver; or 5. a vehicle which is subject to any hire purchase or lease agreement.
Property damage	Physical loss of or damage to or destruction of tangible property, including the resulting loss of use of such property.
Territorial limits	The European Union , as well as the United Kingdom , Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.
You/your	Also includes a spouse or partner who permanently resides with the policyholder named in the schedule .

What is covered

Claims against you	<p>We will cover any driver against any claim arising from bodily injury or property damage occurring during the period of insurance anywhere in the territorial limits due to the maintenance, operation or use of any:</p> <ol style="list-style-type: none"> 1. insured vehicle; or 2. trailer or caravan attached to an insured vehicle. <p>We will also pay costs and expenses we agree to in advance to defend the claim.</p>
Other drivers	<p>We will cover any other driver on the same basis that a driver would be entitled to cover under this section. Your schedule will specify if this cover applies.</p>
Driving other vehicles	<p>We will cover any driver against any claim arising from bodily injury or property damage occurring during the period of insurance anywhere in the territorial limits due to the maintenance, operation or use of any other vehicle on the same basis as a luxury vehicle whilst in the care of a driver. Your schedule will specify if this cover applies.</p>
Courtesy vehicles	<p>We will cover any driver against any claim arising from bodily injury or property damage occurring during the period of insurance anywhere in the territorial limits due to the maintenance, operation or use of any courtesy vehicle on the same basis as an insured vehicle whilst in the care of a driver.</p>
Cyber claims	<p>We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.</p>

What is not covered

We do not cover:

Deliberate acts	1. liability arising out of a deliberate act by any driver or by anyone acting on any driver's behalf.
Use without permission	2. liability arising out of any person who uses an insured vehicle without the owner's permission.
Racing	3. liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not limited to the Nürburgring).
Non-permitted use	4. liability arising from the use of any insured vehicle other than for the permitted use or uses shown on the certificate .
Use for hire or reward	5. liability arising from the use of any insured vehicle to carry property or people for a fee.
Hire, lease or loan	6. liability arising from the operation of any insured vehicle that has been hired, leased or loaned by any driver for a fee to any other person. This does not apply to any courtesy vehicle provided or arranged by us under the Motor – physical damage section.
Employees	7. bodily injury of any employee arising out of his or her employment by you or a driver if cover for such person is provided under an employers' liability insurance policy that complies with current United Kingdom compulsory employers' liability legislation, or any similar legislation of any other applicable country within the territorial limits .
Airport vehicles	8. ability arising from: <ol style="list-style-type: none"> a. airport service vehicles; or b. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
Specific vehicles	9. any vehicle with:

	<ul style="list-style-type: none"> a. fewer than four wheels, including any motorcycle, unless agreed by us and listed in the schedule; or b. ten or more seats including that of the driver, including any bus or coach.
Waterborne vessels	10. waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land, unless amphibious and licensed to go on highways (but not including any waterborne exposure).
Dangerous cargo	11. liability involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: <ul style="list-style-type: none"> a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive; b. the bulk transportation of liquid petroleum or gasoline; or c. the transportation of gases in liquid, compressed or gaseous forms.
Terrorism	12. liability resulting from or in connection with any act of terrorism , except in so far as necessary to comply with the United Kingdom Road Traffic Act 1988, including any similar or successor legislation.
Alcohol and illegal substances	13. liability caused by or resulting from any driver having a blood alcohol level exceeding the limit prescribed by the United Kingdom Road Traffic Act 1988 or any similar or successor legislation or under the influence of any illegal substance.

How much we will pay

Property damage limit	The most we will pay for any one incident resulting in property damage is the amount insured .
Bodily injury limit	There is no limit to the amount we will pay for any covered claim for bodily injury of any third party or passenger.
Costs and expenses – property damage claims	<p>In addition to the amount insured for property damage claims, we will pay the costs and expenses we agree to in advance to defend such claim.</p> <p>If a payment greater than the amount insured has to be paid for a covered claim, the amount we will pay for costs and expenses will be limited to the proportion the amount insured bears to the amount paid in respect of the claim.</p>
Claims arising from one incident	All claims and losses which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many persons under the definitions of driver and you may be legally liable and regardless of the number of claims actually made.
Other vehicles	We will only pay for claims covered under this section arising from the use of any other vehicle if the claim is not covered by any other insurance policy.

Your obligations

	<p>You must tell us or your insurance broker as soon as possible about any incident which you may need to claim for under this section of the policy. Our 24-hours a day, seven days a week helpline is available on the telephone number shown on the schedule.</p> <p>In addition, in the event of theft, bodily injury or a crime being committed, you or the driver must notify the police and obtain a crime reference number from them.</p>
Recovering a claim payment	We may pursue, in your name or that of a driver but at our expense, recovery of any amounts we may become liable to pay under this section of the policy . You or the driver must give us all the assistance we may reasonably require to do this.

Special conditions

The following conditions apply to the whole of this section and are in addition to the General

terms and conditions.

Information

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. **You** must also tell **us** about the following changes:

1. a change in circumstances affecting the driving licence of any **driver**;
2. criminal convictions for any **driver**;
3. any modifications to an **insured vehicle**;
4. any change affecting the ownership of an **insured vehicle**;
5. any change in the way an **insured vehicle** is used; or
6. any change of correspondence or garaging address.

If **you** are in any doubt, please contact **us** or **your** insurance broker.

When **we** are notified of a change, **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for the **policy**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Reasonable care

You must take reasonable steps to:

1. keep all **insured vehicles** in a roadworthy condition; and
2. protect any **insured vehicle** from loss or damage.

If **you** do not, **we** will not make any payment for any claim if **we** can establish that **your** failure to comply with the obligations caused or contributed to the event giving rise to the claim.

Recoveries from you

If **we** are required by law to make a payment in respect of a claim that is not covered by the terms of this section, **we** can recover from **you** the amount of any such payments.

Motor – legal expenses cover

WD-APC-UK-MOTLEG(2)
18785 11/20

This section provides a **driver** with motor legal expenses cover as detailed below, whilst driving an **insured vehicle** anywhere within the **territorial limits**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

The following extra definitions apply to this section and are in addition to any other definitions shown in the General terms and conditions and the Motor sections of this **policy**.

Claims adjuster

Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for a **driver**.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Fixed recoverable costs

The fixed recoverable costs scheme which applies to road traffic accident claims which are settled by negotiation before court proceedings are issued, for claims up to the value stipulated by the scheme rules. The Civil Procedure Rules set out how legal fees are calculated for these cases.

Insured incident

A road traffic accident for which a **driver** is not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **territorial limits** which results in:

- a. loss or damage to the **insured vehicle** including any attached trailer;
- b. loss or damage to any personal property owned by a **driver** whilst the property is in/on or attached to the **insured vehicle**;
- c. the death of or injury to a **driver** whilst in or getting into or out of the **insured vehicle**;
- d. any other uninsured losses.

Legal costs and expenses

- a. Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for the **driver** with **our** consent; and
- b. the costs of any civil proceedings incurred by an opponent awarded against the **driver** by order of a court or which **we** have agreed to pay.

Where solicitors costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the **fixed recoverable costs** scheme if appropriate.

Reasonable prospects of success

The **driver's** claim or defence has been assessed by **us** as having at least a 51% chance of success.

Solicitor

The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for a **driver**.

Standard basis

The assessment of costs which are proportionate to **the driver's** claim and which are limited to the amounts shown in the **schedule**.

What is covered

We will pay the **legal costs and expenses** for legal proceedings started on the **driver's** behalf during the **period of insurance** in connection with pursuing civil claims arising from an **insured incident** relating to the use of an **insured vehicle** or any other vehicle attached and

being towed by the **insured vehicle** which results directly in the death or personal injury of a **driver** and/or any other uninsured losses the **driver** incurs.

We will only provide cover for the **legal costs and expenses** if the incident took place during the **period of insurance** and the incident leading to the **driver's** claim is covered by a court in the **territorial limits**.

If the **driver** is not awarded costs or compensation **we** will pay all **legal costs and expenses** up to the **amount insured**. If the **driver** is awarded costs, the **driver** must use these to repay the amount **we** have paid out on the **driver's** behalf in connection with the proceedings. If the **legal costs and expenses** are greater than the amount the **driver** is awarded for those costs and expenses, **we** will pay the extra amount, up to the **amount insured**.

What is not covered

We do not cover:

1. claims where there are no **reasonable prospects of success**. **We** will continue to assess whether **reasonable prospects of success** exist throughout a **driver's** claim and if at any time **we** consider:
 - a. a **driver's** claim no longer has **reasonable prospects of success**;
 - b. an alternative course of action is appropriate; or
 - c. under the terms and conditions of the policy the claim is not admissible.

we will inform the **driver** in writing of **our** decision and the reason behind that decision. Having informed the **driver** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
2. parking or obstruction offences.
3. where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
4. claims arising from driving under the influence of alcohol or drugs.
5. **legal costs and expenses** incurred prior to **our** written acceptance of a claim or that **we** have not agreed in advance.
6. claims that **we** are not told about within 180 days of the event which caused it.
7. claims arising from any deliberate or criminal act or omission by a **driver**.
8. **legal costs and expenses**, fines or other penalties which a **driver** is ordered to pay by any criminal court.
9. any incident where a **driver** was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a roadworthy condition.
10. loss or damage arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not limited to the Nürburgring).
11. claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of this **policy**.
12. claims arising from an **insured incident** that occurs outside the **territorial limits**, except for enforcement of a judgment obtained from a court within the **territorial limits** with **our** prior approval against a defendant who resides outside of the jurisdiction of the court making the order.
13. any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
14. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
15. any direct or indirect consequence of:
 - i. irradiation, or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of

- any radioactive matter; or
- iii. any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 16. claims arising from **electronic data** being lost, destroyed, distorted, altered or otherwise corrupted, including but not limited to as a consequence of a **computer virus**.
- 17. any claim or make any payment if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 18. **legal costs and expenses** if the **driver** withdraws from legal proceedings without **our** agreement.
- 19. **legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurer
- 20. **legal costs and expenses** where **fixed recoverable costs** have already been recovered by the **solicitor**.
- 21. costs for any avoidable correspondence, absence from work compensation, travel expenses or sustenance allowances under this section.

How much we will pay

The most **we** will pay for all **legal costs and expenses** in respect of all **insured incidents** which are related in time or by cause is the corresponding **amount insured** as shown in **your schedule**. This includes **legal costs and expenses** of both the **driver** and any opponents where the **driver** is liable to pay them.

Special conditions applying to this section

The driver's responsibilities

1. The **driver must** tell **us** in writing as soon as possible when a claim or possible claim happens.
2. The **driver must** give **us** at their expense any information and evidence **we** need.
3. The **driver must not do** anything to affect their case.
4. The **driver must** tell **us** about any other legal expense insurance the **driver** has which may cover the same loss.
5. The **driver** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.

Choice of solicitor

1. Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on the **drivers** behalf to prosecute, defend or settle any claim **we** accept under the terms of this **policy**.
2. If legal proceedings need to be issued, the **driver** does not have to accept the **solicitor we** have chosen. The **driver** must send **us** in writing the full name and address of a **solicitor** who they want to act for them.
3. In choosing their **solicitor**, the **driver** must try and keep the cost of any legal proceedings as low as possible.
4. If the **driver** cannot agree a suitable **solicitor** with **us**, the **driver** can refer their choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on the **driver's** behalf to protect their interests whilst arbitration takes place.
5. If **we** cover two or more people for one claim, the **driver** may choose **solicitors**. The **driver** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
6. Before **we** accept the **driver's** choice of a **solicitor**, or if the **driver** fails to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on the **driver's** behalf.

Representation

1. **We** can take over, and carry out in the **driver's** name, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.

2. **Legal costs and expenses** payable will not be affected by any agreement, undertaking or promise made or given by the **driver** to the **solicitor**, witness expert or any **claims adjuster**.
3. **We** will have direct access to the **solicitor** at all times and the **driver** must keep **us** fully informed of all material developments during the claim. If **we** ask, the **driver** must instruct the **solicitor** to give **us** any documents, information or advice in their possession and the **driver** must give the **solicitor** any other instructions relating to the conduct of their claim that **we** require.
4. **Our** written consent must be obtained before:
 - a. Counsel is instructed to appear before a Court or tribunal before which a **solicitor** has a right of audience;
 - b. the instruction of Queen's Counsel;
 - c. any unusual experts' fees or unusual disbursements are incurred; or
 - d. any appeal is made.
5. If for any reason the **solicitor** refuses to continue to act for the **driver** or if the **driver** withdraws their claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this **policy**. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
6. If the **driver** unreasonably withdraws from a claim without **our** prior agreement, the **legal costs and expenses** will become the **driver's** responsibility and **we** will be entitled to be reimbursed by the **driver** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider the **driver** is obliged to pay solely because the **driver** withdrew from the claim.
7. This insurance does not cover an appeal unless **we** are notified in writing by the **driver** no later than six working days before the time for making an appeal expires and **we** consider that there are **reasonable prospects of success** of such an appeal succeeding.

Part 36 offers

1. The **driver** or **solicitor** must tell **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim.
2. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
3. If the **driver** or the **solicitor** fails to tell **us** of any Part 36 offer, the **driver** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of such failure. **We** may deduct this amount from any payment **we** make under this section.
4. If the **driver** does not accept a Part 36 offer and does not subsequently achieve a higher award of compensation, **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
5. **We** will not unreasonably withhold **our** agreement to continue proceedings. However **we** may ask the **driver** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the **driver**, or whether there are grounds for continuing the proceedings before **we** agree to continue with the **driver's** claim.

Costs and recovery

1. At **our** request, the **driver** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
2. The **driver** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from the **driver's** opponent and pay any recovered **legal costs and expenses** to **us**.
3. **We** can take proceedings in the **driver's** name, at **our** own expense and for **our** own benefit, to recover from anyone else, any payment **we** have made under this insurance.

Arbitration

1. If there is a dispute between the **driver** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the **driver's** written request the dispute will be referred to an arbitrator, who shall be a solicitor or Counsel that the **driver** and **we** agree on. If **we** and the **driver** cannot agree on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate.



Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.

2. If there is a disagreement over the amount **we** owe the **driver**, **we** will pass the matter to an arbitrator who both the **driver** and **we** agree to. When this happens, the arbitrator must make a decision before the **driver** can start proceedings against **us**.

Motor prosecution defence and loss of driving licence cover

WD-APC-UK-MOTPROS(2)
18784 07/20

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

The following extra definitions apply to the whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Motor sections of this **policy** but not including the Motor legal expenses cover section.

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on **your** behalf.

Costs and expenses

All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment**.

DAS standard terms of appointment

The terms and conditions (including the amount **we** will pay to an **appointment representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount **we** will pay per hour is shown on **your schedule**. This amount may vary from time-to-time.

Date of occurrence

The date of the motor offence **you are** alleged to have committed. If there is more than one offence arising at different times, the **date of occurrence** is the date **you** began, or are alleged to have begun, to break the law.

Insured vehicle

Any **classic vehicle**, **luxury vehicle** or **other vehicle**, including any attached caravan or trailer.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

Reasonable prospects

The prospects that **you** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Travel expenses

The cost of **your** alternative transport supported by original official receipts to travel for social domestic and pleasure purposes and to and from **your** usual place of work.

Territorial limits

1. For insured incident 1. Motor prosecution defence:
The **European Union**, as well as Albania, Andorra, Bosnia Herzegovina, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For insured incident 2. Loss of driving licence:
England, Wales, Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

You/your

The policyholder named in the **schedule** and any spouse or partner who permanently resides with the policyholder named in the **schedule**.

What is covered

We agree to provide the insurance in this section as long as:

1. the **date of occurrence** of the insured incident is during the **period of insurance**, and
2. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limits**.
3. the insured incident happens within the **territorial limits**.

What we will pay

We will pay an **appointed representative**, on behalf of **you**, **costs and expenses** incurred following an insured incident, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown in **your schedule**.
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) per hour is shown on **your schedule**. This amount may vary from time-to-time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for insured incident **1 Motor prosecution defence**, **we** must have defended the original motoring prosecution.
4. the most **we** will pay in relation to **your** travel expenses under insured incident **2 Loss of driving licence** is the **amount insured** shown in **your schedule**.

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **us**.

Insured incidents

1. Motor prosecution defence **Costs and expenses** up to the amount shown in **your schedule** incurred to defend **your** legal rights if **you** are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which **you** have notified **us** of within ten days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if **you** are notified of a prosecution any other way.
2. Loss of driving licence If **you** are disqualified from driving following a claim under insured incident 1. Motor prosecution defence, because:
 - a. **you** are convicted of a speeding offence (SP); or
 - b. **you** have 12 or more penalty points under the United Kingdom Road Traffic Offenders' Act 1988;
 then **we** will pay **you** up to the corresponding **amount insured** shown in **your schedule**, while **you** are disqualified, for up to 52 weeks from the date of **your** disqualification to cover **travel expenses** **you** have paid.

What is not covered

1. **We** do not cover any claim under insured incident 2. Loss of driving licence that arises from:
 - a. drink or drugs (DR);
 - b. reckless/dangerous (DD);
 - c. careless driving (CD);
 - d. insurance offences (IN);
 - e. licence offences (LC);
 - f. theft/unauthorised taking (UT); or
 - g. disqualified driver (BA).
2. **We** do not cover any claim under insured incident 1. Motor prosecution defence or 2. Loss of driving licence for:
 - a. parking or obstruction offences or challenging a fixed penalty notice.
 - b. an offence that results in disqualification from driving for more than 365 days.
 - c. a claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the

- reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
- d. any costs that are incurred before **we** accept **your** claim.
 - e. fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
 - f. any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
 - g. the **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance or a valid driver's license.
 - h. a dispute with **us** not otherwise dealt with under section condition 8.
 - i. **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
 - j. any claim where **you** are not represented by a law firm or barrister.
3. Under insured incident **2. Loss of driving licence** **we** will not make any payment unless **your** claim is fully supported by original official receipts.

Special conditions applying to this section

- | | |
|---|--|
| 1. Your legal representation | <ul style="list-style-type: none"> a. On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with their claim. They will try to settle your claim by negotiation without having to go to court. b. If the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative. c. If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS standard terms of appointment. The amount we will pay a law firm (where acting as the appointed representative) per hour is shown in your schedule. This amount may vary from time-to-time. d. The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim. |
| 2. Your responsibilities | <ul style="list-style-type: none"> a. You must co-operate fully with us and the appointed representative. b. You must give the appointed representative any instructions that we ask them to. |
| 3. Offers to settle a claim | <ul style="list-style-type: none"> a. You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent. b. If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses. c. We may decide to pay you the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in their name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so. |
| 4. Assessing and recovering costs | <ul style="list-style-type: none"> a. You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this. b. You must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered. |
| 5. Cancelling an appointed representative's | If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end |

appointment	immediately, unless we agree to appoint another appointed representative .
6. Withdrawing cover	If you settle or withdraw a claim without our agreement, or do not give suitable instructions to the appointed representative , we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.
7. Expert opinion	We may require you to get, at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us . Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
8. Arbitration	<p>If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk).</p> <p>If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.</p>
9. Keeping to the section terms	<p>You must:</p> <ol style="list-style-type: none"> 1. keep to the terms and conditions of this policy; 2. take reasonable steps to avoid and prevent claims; 3. take reasonable steps to avoid incurring unnecessary costs; 4. send everything we ask for, in writing; and 5. report to us full and factual details of any claim as soon as possible and give us any information we need. <p>Please revert to your policy schedule for the DAS data privacy notice and how to make a complaint.</p>

European breakdown cover

WD-APC-UK-MOTBRE(2)
18783 07/20

This section of **your policy** provides a **driver** with roadside assistance, roadside repairs, recovery service, get **you** to **your** destination service, message relay and home start as detailed below, within the **territorial limits**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

The following extra definitions apply to the whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Motor sections of this **policy**.

Breakdown

- a. Mechanical or electrical failure; or
- b. accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops the **insured vehicle** from moving.

Insured vehicle

Any **classic vehicle**, **luxury vehicle** or **other vehicle**, including any caravan or trailer attached to them at the time of the **breakdown**.

The **insured vehicle**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide. Any caravan or trailer attached to the **insured vehicle** must not exceed 7.6 metres (25 feet) in length.

Territorial limits

The **European Union**, Albania, Andorra, Bosnia Herzegovina, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

What is covered

You are covered for the assistance services in this section for a maximum of six **breakdowns** during the **period of insurance**, if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this section, or if **you** have reached the maximum number of **breakdowns** covered in the period, **we** will try, if **you** wish, to arrange assistance at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Services provided

1. Emergency roadside repairs and home breakdown

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the **breakdown** within the **territorial limits**, and where possible carry out emergency repairs.

2. Insured vehicle recovery

If the **insured vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting the **insured vehicle**, **driver**, and passengers to one of **our** approved agents or if the **breakdown** happens in the **United Kingdom**, **your** home address provided it is nearer.

3. Getting you to your destination

If the **insured vehicle** cannot be repaired on the same day as the **breakdown**, **we** will pay:

- a. the cost of transporting the **insured vehicle**, or **driver** and passengers or both to a destination(s) within the **territorial limits**, provided that the **driver** and passengers are transported to the same destination; or
- b. the cost of hiring a category A vehicle. The replacement vehicle must remain within the **territorial limits**; or
- c. the **driver** and passengers' hotel accommodation costs up to the corresponding amount insured in your schedule. **You** will have to pay for the costs of this, but **we** will reimburse **you**. **You** must send **us** all the relevant invoice(s), including **your** hotel bill, in order for **us** to reimburse **you**.

At all times **we** will decide on the best way of providing help. The most **we** will pay for all claims arising from any one **breakdown** is the corresponding **amount insured** shown in **your schedule**.

4. Emergency message service

When **you** claim for any of the services detailed in 1, 2 and 3 **we** will forward a message to a member of **your** family, friend or work colleague at **your** request, if **you** provide **us** with the relevant contact details at the time of making the claim.

When we cannot help

Our approved agents cannot work on the **insured vehicle** if it is unattended.

You must not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special exclusions

1. **We** do not cover the **breakdown** of the **insured vehicle**:
 - a. if it has knowingly been driven in an unsafe or unroadworthy condition; or
 - b. which has resulted from lack of oil, fuel or water; or
 - c. which occurs while the **insured vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire and reward.
2. **We** do not cover the cost of:
 - a. storage charges. **You** will be responsible for any **insured vehicle** storage charges incurred when **you** are using **our** services;
 - b. spare or replacement parts, fluids or fuel or any other materials used in repairing the **insured vehicle**; or
 - c. any other repairs except those at the scene of the **breakdown**; or
 - d. replacing a wheel if the **insured vehicle** does not have a serviceable spare wheel; or
 - e. replacing broken windows or keys or finding missing keys; or
 - f. ferry crossings, parking charges, fines or toll charges.
3. **We** do not cover:
 - a. any charges arising from a **driver's** or passenger's failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
 - b. any costs incurred before **you** have notified **us** of the **breakdown**.
 - c. any **insured vehicle** which cannot be recovered by a standard trailer or transporter.

Special conditions applying to this section

A **driver** and/or passenger(s) must keep to the terms and conditions of this **policy**.

At all times during the **period of insurance**, the **insured vehicle** must be maintained in a roadworthy condition and regularly serviced.

The **driver** or passenger(s) must be present with the **insured vehicle** when the approved agent arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

We will not pay for any loss that is not directly covered by the terms and conditions of this section. For example **we** will not pay for **your** travel costs for collecting the **insured vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

Please revert to **your policy schedule** for the DAS data privacy notice and how to make a complaint.

Hiscox
22 Bishopsgate
London EC2N 4BQ

T +44 (0)1206 773 777
E customerservices@hiscox.com
www.hiscox.co.uk



For training and quality control purposes, telephone calls may be monitored or recorded. Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority.

WD-APC-UK-BROKERMOT(5)
18969 09/22