



Hiscox Motor Insurance
Policy wording



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General terms and conditions

Introduction

A seamless integrated insurance solution.

Please read **your policy** wording, together with any **endorsements** and **your schedule**, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

These General terms and conditions apply to **your policy**. **Your schedule** will state whether **your policy** includes home, fine art and/or motor cover.

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General definitions

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

Amount insured

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

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

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, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

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

- 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 **your 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>Any artificial intelligence, entity or person, including any employee of yours, who gains or attempts to gain unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>This definition does not apply to the Personal cyber section of your policy.</p>
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in 1. above, or the storage, handling or disposal of anything in a. above; or 3. all operations carried out on any site or premises on which anything in 1. or 2. above is located.
Period of insurance	The time for which your policy is in force as shown in your schedule .
Policy	This insurance document and your schedule , including any endorsements . Your schedule will state whether you have selected home, fine art and/or motor covers.
Programs	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 any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; b. involves damage to property; c. endangers life other than that of the person committing the action; d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurer named in your schedule in respect of each section of your policy .
You/your	The policyholder named in your schedule and anyone else identified as 'you/your' in the Special definitions of any section of your policy .

Our promise to you**We will:**

1. cover **you** in accordance with the terms and conditions of **your policy** in return for the premium **you** pay; and
2. validate and pay covered claims as quickly and efficiently as possible.

Your promise to us**You must:**

1. 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

2. comply with the terms and conditions of **your policy**, including the terms of each section.

If **you** do not, it may affect the validity of **your policy**, **our** ability to pay a claim or the amount **we** pay in respect of a claim.

How to make a claim

In order for **us** to deal with **your** claim **you** must:

1. 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 and **you** must provide **us** with a crime reference number;
2. not admit responsibility or make any offer of payment without **our** prior agreement;
3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
4. 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 **your 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 **your 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 **your 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 **your policy** as if it never existed and refuse all claims. **You** must repay any payments already made by **us** under **your policy** and **we** will not return the premium to **you**.

Carelessly given information

3. If **you** acted carelessly when giving **us** **your** information, several things could happen:
 - 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 **your policy**;

- b. if **we** would have insured **you** on different terms, **we** will amend **your policy** retrospectively and apply these amended terms to all claims under **your policy**, including any claims **you** have already made; or
- c. if **we** would have charged **you** more premium if **you** had provided accurate information **we** may reduce proportionately the amount **we** pay for a claim. To calculate this **we** will divide the premium **we** actually charged by the premium **we** would have charged and multiply this figure by the amount of the agreed claim.

Paragraphs 3. b. and c. above do not apply where:

- i. the information concerned relates to the value of any physical property covered under **your policy**; and
- ii. the underinsurance condition in Your home and personal possession section applies.

Changes to information

- 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 **your policy** not being sufficient, such as acquiring new property. **We** may then change the terms of **your policy**, charge an additional premium or cancel **your 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.
You do not need to tell **us** about any newly acquired property covered under 'New possessions' in Your home and personal possessions section, where **you** benefit from that additional cover.

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 **your 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 **your 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, **your policy** is governed by the law, and any disputes in relation to **your 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 **your 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 **your schedule** their respective share of such claim.
- Fraudulent claims
4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:
- refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
 - tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the dishonesty, exaggeration or fraud;
 - refuse to make any payment under **your policy** in respect of any claim made or any loss occurring on or after the date of the dishonesty, exaggeration or fraud; and
 - not return any premium.
- If **we** discover any dishonesty, exaggeration or fraud, **we**:
- have the right to terminate any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further dishonesty, exaggeration or fraud; and
 - may involve the relevant authorities who are empowered to bring criminal proceedings.
- If a dishonest, exaggerated or fraudulent claim has been made under any other policy **you** hold with **us**, **we** may terminate **your policy**.
- If **we** have paid any claims after the date of any dishonesty, exaggeration or fraud, **you** must pay **us** back.
- Third parties
5. No third party will have any right, or be able to enforce any term of **your 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 **your policy** is not right for **you**, **you** can cancel **your policy** within 14 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 **your 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.
- However, this does not apply to the Travel section of **your policy**.
- We** will never charge **you** a fee for cancelling **your policy**.
- Cancellation by us
7. a. **We** may cancel **your 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 **your policy**, where applicable.
- b. If **we** cover **you** under the Motor physical damage or Motor third-party liability sections of **your 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 **your policy** or any section of **your policy** for any reason, **we** will return a pro-rata proportion of **your** premium, provided **you** have not made a claim.
- However, this does not apply to the Travel section of **your policy**.
- 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 **your 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 **your 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**.

If **you** make a claim under **your policy** for loss, damage or liability that occurred after **we** wrote to **you** with **our** offer to renew at the address shown in **your schedule**, but before **your** renewal date, **we** may adjust the terms of **your** insurance and **your** renewal premium accordingly. If **we** are unable to renew **your policy**, **we** will let **you** know.

Premium payment

10. **We** will not make any payment under **your policy** unless **you** have paid the premium due to **us**.

If **you** make a claim under **your 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 **your policy**, are entitled to cover under more than one section of **your 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 **your policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Sanctions

12. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **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, United States of America**, or of any other relevant jurisdiction.

What is not covered

The exclusions set out below apply to each and every section of **your policy** and shall not be varied by any other provisions in **your policy**. Where the exclusions below are not consistent with any other provision in **your policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to **your policy** and these are included in the particular sections of **your policy** 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 **terrorism**.

Nuclear and radiation

3. directly or indirectly due to any **nuclear risks**.

War

4. directly or indirectly due to **war**.



- 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.
- Communicable disease 6. directly or indirectly caused by, contributed to by, resulting from or in connection with:
- a. any **communicable disease**;
 - b. any fear or threat of 6.a. above; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.b. above.
- However, this exclusion does not apply to **your** liability to any **domestic employee**.
- Other insurance 7. under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Solar weather 8. directly or indirectly caused by, contributed to by, resulting from or in connection with:
- a. **solar weather**;
 - b. any fear or threat of 8.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a to 8.b. above.

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

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 stated on your schedule as a classic vehicle.
Driver	The corresponding driver or drivers identified by name on your 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 stated on your 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 based on a fair valuation and any appropriate guidance on market valuation.
Misfuelling	The wrong type of fuel has been put into the insured 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 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 and Herzegovina, Gibraltar, Iceland, Liechtenstein, North 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.
Unattended vehicle	Any vehicle which is not under the personal supervision of you or any person authorised by you .
You/your	Also includes a spouse or partner who permanently resides with the policyholder named in your 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 .
Carjacking 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. <ul style="list-style-type: none"> 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. We will only pay such hire costs, up to the amount insured in your schedule, 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. 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 £6,000. 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. <ul style="list-style-type: none"> An excess of £1,000 is payable in the event of physical loss of or physical damage to a courtesy vehicle.
Disablement	<p>If, as a result of an accident resulting in a covered claim under your 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	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 .

	No excess is payable under this additional cover.
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 , we will pay for its replacement and for the replacement of the associated lock. No excess is payable under this additional cover.
Medical expenses	We will pay necessary medical expenses incurred by any driver as a result of an accident during the period of insurance while they are occupying the insured vehicle . No excess is payable under this additional cover.
Personal accident cover	We will pay any driver or their estate the sum shown in your schedule for bodily injury in the event that an accident during the period of insurance involving an insured vehicle is the sole cause of: <ul style="list-style-type: none"> 1. death; 2. total loss of a limb; or 3. loss of sight in one or both eyes. 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. No excess is payable under this additional cover.
Personal possessions	We will pay for loss of or damage to personal possessions belonging to a driver , where the possessions are lost or damaged due to: <ul style="list-style-type: none"> 1. an accident; 2. fire; or 3. theft or attempted theft from an unattended vehicle provided that: <ul style="list-style-type: none"> a. the item is completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified; b. all security measures on the vehicle or trailer are fully operational and activated at the time of the theft; and c. there is evidence of access to the vehicle, or to the storage compartment, boot or trailer of the vehicle, by forcible or violent means. No excess is payable under this additional cover.
Personal registration	If the insured vehicle has an assigned 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 have the physical number plate remade and the cost to reregister or transfer the number plate. However, we will not in any event pay for the estimated or actual value of the original number plate, including where the number plate is no longer available or cannot be transferred. No excess is payable under this additional cover.
Road fund licence	If the insured vehicle is declared by us to be a total loss, we will pay for any unexpired portion of the road fund licence which you are unable to recover from the licencing authorities.
Spare parts and accessories	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 .
Trailers	We will cover theft of or physical damage during the period of insurance to any 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.

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

Uninsured drivers
excess waiver

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.

**Additional cover –
luxury vehicles only**

The following applies to **luxury vehicles** only. **Your schedule** will specify if **you** have the benefit of cover for **luxury vehicles**.

Unless shown otherwise in **your schedule**, **we** will provide the following cover up to the corresponding **amount insured**.

Driving other vehicles

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**.

Inability to drive due
to ill health or injury

If any **driver**:

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

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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, Mille Miglia, 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**:
 - a. having a blood alcohol level exceeding the limit prescribed by or failing to co-operate with any drug or alcohol test under the United Kingdom Road Traffic Act 1988 or any similar or successor legislation; or
 - b. being 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: <ul 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 unless caused by misfuelling .
Specific vehicles	10. any vehicle with: <ul style="list-style-type: none"> a. fewer than four wheels, including any motorcycle, unless listed in your 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: <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.
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, other than any loss or damage arising from theft of the insured vehicle .
Cyber incidents	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: <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 **your 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 **your schedule** is 'agreed value', **we** will pay **you** the **amount insured**;

Extended value

3. if the basis of settlement shown on **your 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.

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**.

We will not increase the **amount insured** for any **insured vehicle** if it is stolen and not recovered;

Reinstatement value

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**.

However, the most **we** will pay for a vehicle covered on a 'reinstatement value' basis is £100,000; and

Luxury vehicles less than 24 months old

5. regardless of the settlement basis shown on **your 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.

Salvage

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**, other than Category A and Category B salvages, within 90 days of **our** payment of **your** claim.

We will charge **you**:

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,

whichever is less.

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

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 **your policy**. **Our** 24-hours a day, seven days-a-week helpline is available on the telephone number shown on **your 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 **your 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. prosecutions or criminal convictions for any **driver**;
3. any modifications to an **insured vehicle**;
4. any change affecting the ownership or insurable interest of an **insured vehicle**;
5. any change in the way an **insured vehicle** is used; and
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 **your 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

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.

You should read **your schedule** to confirm if this first party cover applies to **your policy**.

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 your schedule as a classic vehicle.
Driver	The corresponding driver or drivers identified by name on your 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 your 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 and Herzegovina, Gibraltar, Iceland, Liechtenstein, North 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 your schedule .

What is covered

Claims against you	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:
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1. **insured vehicle**; or
2. trailer or caravan attached to an **insured vehicle**.

We will also pay costs and expenses **we** agree to in advance to defend the claim.

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.

Driving other vehicles **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.

Courtesy vehicles **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**.

Cyber claims **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.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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, Mille Miglia, 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 their 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. liability 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: <ol style="list-style-type: none"> a. fewer than four wheels, including any motorcycle, unless agreed by us and listed in your 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: <ol 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 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 : <ol style="list-style-type: none"> a. having a blood alcohol level exceeding the limit prescribed by or failing to co-operate with any drug or alcohol test under the United Kingdom Road Traffic Act 1988 or any similar or successor legislation; or b. being 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	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. 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.
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

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 your policy . Our 24-hours a day, seven days-a-week helpline is available on the telephone number shown on your 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.
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 your 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. prosecutions or criminal convictions for any **driver**;
3. any modifications to an **insured vehicle**;
4. any change affecting the ownership or insurable interest of an **insured vehicle**;
5. any change in the way an **insured vehicle** is used; and
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 **your 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

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. **Your** schedule will state whether **your policy** includes 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 your 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: <ol style="list-style-type: none"> 1. loss or damage to the insured vehicle including any attached trailer; 2. loss or damage to any personal property owned by a driver whilst the property is in/on or attached to the insured vehicle; 3. the death of or injury to a driver whilst in or getting into or out of the insured vehicle; or 4. any other uninsured losses.
Legal costs and expenses	<ol style="list-style-type: none"> 1. 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 2. 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. <p>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.</p>
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 your 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

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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 **your 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 **your 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 **your 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:
 - a. irradiation, or contamination by nuclear material; or

- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. 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 **your 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 **your 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 King'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 **your 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 **your 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

The General terms and conditions and the following terms and conditions all apply to this section. Your schedule will state whether **your policy** includes 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 your 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	<ol style="list-style-type: none"> 1. For Insured incidents 1. Motor prosecution defence: The European Union, as well as Albania, Andorra, Bosnia and Herzegovina, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. 2. For Insured incidents 2. Loss of driving licence: England, Wales, Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
You/your	The policyholder named in your schedule and any spouse or partner who permanently resides with the policyholder named in your schedule .

What is covered	<p>We agree to provide the insurance in this section as long as:</p> <ol style="list-style-type: none"> 1. the date of occurrence of the insured incident is during the period of insurance; 2. any legal proceedings will be dealt with by a court, or other body which we agree to, within the territorial limits; and 3. the insured incident happens within the territorial limits.
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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 incidents 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 incidents 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** show 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

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

1. **We** do not cover any claim under **Insured incidents 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 incidents 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 **Special conditions applying to this section 8. Arbitration**.
 - 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 incidents 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
 - 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
 - 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
 - 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
 - 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 appointment
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 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
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).
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**.
9. Keeping to the section terms
You must:
- a. keep to the terms and conditions of **your policy**;
 - b. take reasonable steps to avoid and prevent claims;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **we** ask for, in writing; and
 - e. report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
- Please revert to **your policy schedule** for the DAS data privacy notice and how to make a complaint.

European breakdown cover

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**.

For a **breakdown** within the **United Kingdom**, we will provide cover for **misfuelling**.

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 **your policy**.

Breakdown

An event (excluding a road traffic collision):

1. Which causes the **driver** of the **insured vehicle** to be unable to start a journey within the **territorial limits**, or brings the **insured vehicle** to a halt on a journey within the **territorial limits**, because of some fault with the insured vehicle or a failure which means it will no longer drive; or
2. Where the journey within the **territorial limits** cannot be started or continued safely without further concern for **the insured vehicle**.

This includes electric vehicles running out of charge, and also **misfuelling** within the **United Kingdom**.

Insured vehicle

Any **classic vehicle**, **luxury vehicle** or **other vehicle** as defined in the Motor – physical damage section, 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

1. For **Services provided**, 3. Misfuelling service, the **United Kingdom**.
2. For all other Services provided, the **European Union**, the **United Kingdom**, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

What is covered

You are covered for the assistance and services in this section if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this section **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

We will at all times decide on the best way of providing help.

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 repairers 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 repairers or if the breakdown happens in the **United Kingdom**, **your** home address, provided it is nearer.

3. Misfuelling service

Following misfuelling of the **insured vehicle** within the **United Kingdom** only, **we** will:

- a. arrange and pay for the removal of the fuel from the **insured vehicle** at the place where it happened; or

- b. pay for the cost of transporting the **insured vehicle, driver** and passengers to one of **our** approved repairers within the **United Kingdom** to arrange for the removal of the fuel if it is not possible at the place where it happened; and
- c. deal with any fuel which is recovered from the **insured vehicle** and arrange for its compliant disposal.

What is not covered:

- a. damage to the **insured vehicle** if the wrong fuel has been put into the **insured vehicle** and it has damaged the engine; or
- b. the cost of replacement fuel.

4. Getting you to your destination

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

- 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;
- b. the cost of hiring a vehicle which will be a three- or five-door vehicle of 1.2cc or equivalent. The replacement vehicle must remain within the **territorial limits**; or
- c. the cost of transporting the **driver** and passengers to a hotel, and their hotel accommodation costs, up to the corresponding **amount insured in your schedule**.

The most **we** will pay for all claims arising from any one **breakdown** is the corresponding **amount insured** shown in **your schedule**.

5. Emergency message service

When **you** claim for any of the services detailed in 1., 2., 3. and 4., **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 repairers 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

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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; or
 - b. spare or replacement parts, fluids, fuel, or charging of electric vehicles, 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 repairer's 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;
- d. repair or recovery of the **insured vehicle**, whether on public or private roads or land, if it is uninsured, untaxed or declared SORN (meaning that **you** have provided a Statutory Off Road Notification to the DVLA to register the **insured vehicle** as off the road);
- e. the failure, or other issues with the working, of self-driving or autonomous features in the **insured vehicle**;
- f. an incident caused by, contributed to by, or arising from any **cyber attack**.

Special conditions applying to this section

A **driver** and/or passenger(s) must keep to the terms and conditions of **your 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 repairer 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 schedule** for the DAS data privacy notice and how to make a complaint.



Notes

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