



Motor Insurance



Policy wording



Our promise to you**Thank you for choosing Hiscox.**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

**Anish Jadav**

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

Introduction

This **policy** document explains the cover **we** provide. Please read it carefully, together with **your certificate**, **your schedule** and any applicable **endorsements**.

We have relied on the information **you** have provided when deciding to accept this **policy**, and when setting the terms and premium.

You must make sure that all information **you** provide to **us** is accurate, complete and up to date. Please read the **Information you have given us** section in the **Motor general terms and conditions**, which also explains what **you** need to tell **us** if anything changes during the **period of insurance**.

If **you** have any queries about **your** cover, please contact **your** insurance broker in the first instance. If **you** do not have an insurance broker, please contact **us** directly using the details stated in **your schedule**.

Please keep **your policy** documents in a safe place as **you** may need to refer to them if **you** need to make a claim.

About your policy

Your policy consists of the following sections of cover:

- Motor physical damage
 - Third-party motor liability
 - Motor legal expenses cover; and
 - European breakdown cover
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General conditions

Your policy is subject to the **Motor general terms and conditions** set out below.

Some sections of **your policy** also include their own section-specific conditions. **You** can find those in the section of cover to which they relate.

What is not covered

Your policy includes a section explaining **What is not covered** – applicable to the entire policy.

The individual sections of cover also contain additional exclusions which are specific to that section.

How to make a claim

We are committed to supporting **you** every step of the way should **you** need to make a claim.

Please read the **How to make a claim** section within the **Motor general terms and conditions**. It sets out what **you** need to tell **us** about and when, should an incident occur which may give rise to a claim under **your policy**. This section also explains **your** obligations in the event of a claim, whilst providing further guidance as to how **you** can help support **your** claim, or help defend a third party claim in the event of an accident.

Please refer to **your schedule** for details of how to notify the matter to **us**.

Motor general terms and conditions

General definitions

Words shown in bold type have the same meaning throughout **your policy** and are defined below. The **Motor legal expenses** and **European breakdown cover** sections also include special definitions which only apply to each of those sections.

Amount insured	The most we will pay as stated in your schedule .
Artificial intelligence	Any machine learning, logical, statistical or other algorithm in computer or digital technology that can: - perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or - adapt or vary its operation proactively, or in response to inputs.
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 stated in your schedule as a classic vehicle.
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: - creation, handling, entry, modification or maintenance of; or - on-going 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: - access to; - extraction of information from; - disruption of access to or the operation of; or - damage to: any data or computer or digital technology , including but not limited to any: 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 - denial of service attack or distributed denial of service attack.
Driver	The corresponding driver or drivers identified by name in your schedule and your certificate , in respect of each insured vehicle .
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	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Insured vehicle	Any: 1. classic vehicle; or 2. luxury vehicle.
Luxury vehicle	Any vehicle stated in your schedule as a luxury vehicle.
Market value	The cost to replace an insured vehicle with one of a 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 .
Motor vehicle documents	Registered keeper log books, MOT test certificates, vehicle maintenance and service history, owner manuals, certificates of authenticity or bills of sale.
Nuclear risks	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 1. above; or 3. all operations carried out on any site or premises on which anything in 1. or 2. above is located.
Other driver	Any other driver over the age of 25 who is legally permitted to drive, and 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 private vehicle, provided that it is not: 1. an insured vehicle or courtesy vehicle; 2. a vehicle owned by any driver; 3. a vehicle which is available for regular use by any: a. driver; or b. person who permanently resides with you; 4. a vehicle which belongs to or is hired or leased 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.
Period of insurance	The time for which your policy is in force as stated in your schedule .
Policy	This policy document, your certificate and your schedule , including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Property damage	For the purposes of the cover provided under the Third-party motor liability section, 'property damage' means physical loss of or damage to or destruction of tangible property, including the resulting loss of use of such property.

Schedule	The document showing your name, your address and your insurance details that we sent to 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.
Territorial limits	The United Kingdom, European Union, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). Cover also applies while an insured vehicle is being transported between any of these countries by rail, sea, air or other means, provided the insured vehicle is not being used under its own power.
Terrorism	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: 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 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 and Northern Ireland, together with 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. For the purposes of the cover provided under Motor physical damage and Third-motor liability, you/your also includes a spouse or partner who permanently resides with the policyholder named in your schedule.

How to make a claim

Notification of claims	Should an incident occur which may give rise to a claim under your policy, you must inform us or your insurance broker as soon as possible using the details stated in your schedule. You should contact the police if there is any injury involved to anyone or where another driver refuses to stop or provide you with their details. Where a crime has been committed, you should make a note of the crime reference number which the police provide to you as we may request this.
Motor physical damage	If there is an incident giving rise to a claim under the Motor physical damage section, you must: 1. give us all the co-operation we need to investigate and resolve your claim. This includes 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; 2. take all reasonable and practical steps to protect the vehicle from any further damage. If emergency repairs are necessary in order to prevent further damage, you must arrange for these to be carried out as soon as reasonably possible. Please keep a record of all expenses incurred by you in relation to any such emergency repair work, as we will need sight of these in order to consider a claim for reimbursement; 3. allow us to inspect any damage to the vehicle before work starts, unless you need to undertake urgent work in accordance with 2. above.
Third party motor liability	If an incident gives rise to bodily injury, or damages someone else's vehicle or property, which may be covered under the Motor third party liability section, you must: 4. not admit responsibility; 5. not make any offer or payment without our prior written agreement; 6. not appoint any legal representation without our prior written agreement; 7. give us all the co-operation we need, and provide all the information that we may reasonably require; 8. send any correspondence regarding a claim to us, or your broker if you have one, as soon as you can; and 9. 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; If you do not comply with the conditions set out at 1. to 9. above, we may reduce any payment we make under your policy by an amount equal to the detriment we have suffered as a result.
Additional steps you can take to support the claims process	To complement the obligations set out above, there are a number of practical steps that you can take which may help to speed up the claims process in the event of a claim under the Motor physical damage or Third party motor liability sections. These steps may also help us defend a claim made against you for bodily injury or property damage. Below are some examples of what we may request from you:
Information	1. You should prepare a note, as soon as reasonably possible following the incident, to describe: a. your account of how the incident occurred; b. the weather conditions at the time; c. the model of the vehicle(s) involved in the incident, including their registration number plates; d. the nature of the damage to any vehicle or property involved in the incident; and e. the number of occupants of the vehicles involved and any noticeable injuries sustained in the incident.

	2. You should supply details of any third parties involved, or any witnesses who may be able to provide evidence as to what happened.
	3. Where possible and safe to do so, you should take photographs of the incident scene, together with photographs of any damage to any vehicle or property. A sketch of the scene or road layout may also be helpful.
	4. If you have a dashcam, we are likely to request sight of the dashcam footage as this may help to determine liability more quickly.
Documents	5. Please supply any documents we request as soon as possible. This may include: a. a copy of the driving licence of any driver; b. proof of identity and address; c. vehicle documentation such as a V5, MOT Certificate or proof of purchase; d. receipts and invoices; and e. finance documents.
Assistance	6. We may ask you for your assistance in connection with any claim. This may include attending meetings with us , or any solicitor or other third party we appoint to deal with a claim. You may also be asked to provide evidence in the form of a witness statement and, on rare occasions, you may be asked to attend court. It is a general condition of this policy that you must provide us with all assistance we reasonably request.

Information you have given us

Accuracy of information	1. The information you have provided to us is important as we use this in setting the terms and premium for your policy . If any information is missing, incomplete or incorrect, you must inform us , or your insurance broker if you have one, as soon as possible. If you have provided inaccurate information this can affect your policy in a number of ways:
Deliberately or recklessly given information	a. If you deliberately or recklessly provide us with false information, we will have the right to 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	b. If you acted carelessly when giving us information: i. if we provided insurance cover that we would not otherwise have offered, we will have the right to 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; ii. if we would have insured you on different terms, we may amend your policy retrospectively and apply these amended terms to all claims under your policy, including any claims you have already made; or iii. 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. This remedy may apply in addition to ii. above.
Changes we need to know about	2. You must tell us as soon as possible if there are any changes to the information you provided to us when we agreed to issue this policy to you . For example, although it is not an exhaustive list, you must tell us about the following changes:

- a. a change in circumstances affecting the driving licence of any **driver**. This includes where a **driver's** licence has expired, or where a **driver** has had their licence revoked or restrictions have been placed on such **driver** on medical grounds;
- b. prosecutions or criminal convictions for any **driver**. This includes any motoring offences, other than minor parking offences, together with any non-motoring offences which involve any element of fraud, theft, misrepresentation or dishonesty;
- c. if **you** or any **driver** have had any accidents, incidents, thefts, losses or claims, regardless of blame;
- d. any modifications to an **insured vehicle**. This includes cosmetic modifications as well as performance upgrades;
- e. any change affecting the ownership or insurable interest of an **insured vehicle**;
- f. any change in the way an **insured vehicle** is used. This includes a change in respect of the:
 - i. annual mileage declared to **us**;
 - ii. security system of the vehicle;
 - iii. usual overnight parking arrangements; or
 - iv. use of such vehicle, compared to the class of use described in **your certificate**;
- g. any change of correspondence address, or change in where **you** usually keep an **insured vehicle**; or
- h. any significant change to **your** or any **drivers'** occupation or profession.

When **we** are notified of a change, **we** will inform **you** how this affects **your policy**.

We may conclude that no changes are required. However, there may be occasions in whereby the change of information means that **we** need to amend the terms of **your policy** effective from the time of the change, or adjust the premium.

In certain situations, **we** may consider that the change of circumstances is such that **we** can no longer continue to provide cover to **you**, in which case **we** may cancel **your policy** in accordance with the cancellation provisions of this **policy**.

If **you** do not tell **us** about such changes, **we** will be entitled to apply the remedies set out at i. to iii. below, which are based upon what **we** would have done had such change been notified to **us** in accordance with **your** obligations above:

- i. if **we** would have cancelled **your policy** upon **your** notification of such changes, **we** will refuse to pay any claims after the date on which such cancellation would have taken effect;
- ii. if **we** would have insured **you** on different terms, **we** will have the right to amend **your policy** retrospectively and apply those amended terms to all claims under **your policy** from the date on which such changes would have taken effect; or
- iii. if **we** would have charged **you** more premium had **you** notified **us** of the change, **we** may reduce proportionately the amount **we** pay for a claim. To calculate this **we** will divide the premium **we** actually charged by the additional premium **we** would have charged had such changes been promptly notified to **us**, and multiply this figure by the amount of the agreed claim. This remedy may apply in addition to ii. above.

If **you** are in any doubt as to what changes should be notified to **us**, please contact **us**, or **your** insurance broker in the first instance, if **you** have one.

Taking reasonable care

You must take all reasonable steps to:

1. prevent accident or injury and protect any **insured vehicle** from loss or damage;

2. keep all **insured vehicles**, including any trailer or caravan attached to such vehicle, in a roadworthy condition; and
3. install any safety critical software updates made available by the vehicle manufacturer as soon as reasonably possible.

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.

General conditions

Governing law	1. Unless we agree otherwise in writing, the law and courts of the country within the United Kingdom where your main residence is located will apply to your policy and to any dispute arising from it. If your main residence is outside 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: a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim; b. tell you that we are terminating your policy and back-date the termination to the date of the dishonesty, exaggeration or fraud; c. 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 d. not return any premium. If we discover any dishonesty, exaggeration or fraud, we: i. 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 ii. 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 14 days and have not made a claim, we will return a pro-rata proportion of your premium. We will not charge you a fee for cancelling your policy.
Cancellation by us	7. We may cancel your policy by giving you 14 days' notice, which will be sent by recorded post to the correspondence address stated 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. **We** may however keep some or all of the premium in the event **you** have made a claim under the **policy**.

The reasons **we** may cancel **your policy** include, but are not limited to:

- a. where **you** notify **us** of a change in accordance with **Information you have given us**, Changes we need to know about, which **we** are unable or unwilling to insure;
- b. where **you** fail to comply with **our** reasonable requests for information or co-operation; or
- c. where **you** have failed to comply with any of the terms and conditions which apply to **your policy**, including with regards to the non-payment of premium.

Premium payment	8.	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 instalments we will ask you to either continue paying your premium by instalments or we may deduct any outstanding instalment from any claim payment we have agreed to make.
Premium instalments	9.	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	10.	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 stated in your schedule, but before your renewal date, we may adjust the terms upon which we are prepared to renew your policy. If we are unable to renew your policy for any reason, we will let you know.
Cover under more than one cover or sections	11.	If the same claim, loss or other covered liability is insured under more than one section of your policy, or under more than one cover under What is covered within the same section, we will only make payment under one section or cover, being the one 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.
Recovering a claim payment	13.	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.

- Compulsory insurance laws 14. If **we** are required to make a payment in respect of a claim in order to comply with any compulsory road traffic legislation, including the United Kingdom Road Traffic Act 1988, or any similar or successor legislation, and such claim would not otherwise have been covered by the terms of this **policy**, **we** shall be entitled to recover the amount paid and any associated costs from **you** or the person who incurred the liability.
- The same also applies where **we** are only required to make a payment due to the provisions of the Articles of Association of the Motor Insurers Bureau, which motor insurers are required by law to be members of.
- This **policy** allows **us** to recover any such payments mentioned above, whether or not those payments are made to another person pursuant to a judgment or settlement agreement.

What is not covered

Applicable to the entire policy

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.

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

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|----------------------------|---|
| Deliberate acts | 1. arising out of a deliberate or dishonest act by you or anyone acting on your behalf. |
| Use for hire or reward | 2. arising from the use of any insured vehicle to carry property or people for a fee, including any gig-economy, delivery, courier or similar commercial use. |
| Terrorism | 3. directly or indirectly due to biological or chemical contamination which is caused by terrorism . |
| War, nuclear and radiation | 4. directly or indirectly due to: <ul style="list-style-type: none"> a. war; or b. nuclear risks. |
| 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 any: <ul style="list-style-type: none"> a. communicable disease; b. fear or threat of a. above; or c. action taken in controlling, preventing, suppressing, responding or in any way relating to a. to b. above. |
| 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: <ul style="list-style-type: none"> a. solar weather; b. any fear or threat of a. above; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to b. above. |

Motor physical damage

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	If your schedule states that cover in respect of 'Other drivers' is provided, we will cover any other driver on the same basis that a driver would be entitled to cover under this section, provided the other driver has the owner's permission to drive the insured vehicle and has a valid driving licence.

Additional cover – all vehicles Unless **your schedule** states otherwise, **we** will provide **you** with the following additional cover up to the corresponding **amount insured** stated in **your schedule**.

Other than where specified, no **excess** is payable by **you** in respect of the additional covers stated below.

Carjacking and road rage	If, as a result of aggravated or attempted theft or any other incident involving an insured vehicle during the period of insurance, any driver, or any passenger in an insured vehicle with such driver: 1. is physically assaulted; or 2. is put in fear of an immediate physical assault, where that fear would be considered reasonable for someone of ordinary firmness, we will pay towards the cost of legal representation, medical expenses, counselling or any other associated expenses. This additional cover does not apply if the assault is by a relative or a person known to you or any driver.
Chauffeur injury	If any driver is your chauffeur, and such person: 1. suffers an injury as a direct result of an incident covered by this section of your policy; and 2. as a consequence of such injury, is certified by an independent medical practitioner as being unable to drive, we will pay towards any additional costs of securing a replacement chauffeur until such person is fit to drive.
Child car seats	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.
Courtesy vehicle following theft or damage	If an insured vehicle is stolen or cannot be used because of a covered loss under this section, we will pay the reasonable costs incurred with our prior agreement in order to hire a courtesy vehicle. If the courtesy vehicle provided by the repairer is not satisfactory to you, we will replace it with a courtesy vehicle which is as similar as possible to the damaged insured vehicle. We will only pay such hire costs for the period of time that the insured vehicle is being repaired. However, where an insured vehicle is declared a total loss, we will pay such hire costs for up to 14 days after the total loss claim is settled to give you a period of time to source a replacement vehicle. 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.
Courtesy vehicle excess waiver	If you decide not to hire a courtesy vehicle following a covered claim following theft or damage to an insured vehicle , we will waive the excess applicable to the stolen or damaged insured vehicle if that excess is less than £8,000.
Contingent courtesy vehicle cover due to scheduled maintenance	If you are provided with a courtesy vehicle by a motor trade business in the United Kingdom because an insured vehicle cannot be used due to undergoing scheduled servicing, maintenance, restoration or repair, we will cover you in respect of the physical loss of or physical damage to such courtesy vehicle on the same basis as an insured vehicle whilst in the care of a driver. This contingent cover does not however apply if a driver is otherwise covered for the use of such courtesy vehicle under the third party garage's policy of insurance. We will only provide this cover for the duration that you are provided with the courtesy vehicle, up to a maximum of 7 days in respect of any one insured vehicle during the period of insurance.
Criminal reward fund	We will pay on your behalf, at our discretion, an amount of money for information provided by a third party, not including a member of your household or the police, where such information leads to the arrest and conviction of any organisation or individuals committing or attempting to commit any illegal act that results in a claim under this section.
Disablement	If, as a direct result of an accident resulting in a covered claim under your policy, you or a driver are registered disabled, we will pay towards: 1. the reasonable costs of making appropriate modifications to the insured vehicle; or 2. the cost of purchasing a suitable replacement vehicle.
Document protection cover	If as a direct consequence of a covered claim under this section, motor vehicle documents are physically lost or physically damaged, we will pay towards the cost of repairing or replacing such documents.
Education fees	If you or a member of your household suffers an injury as a direct result of an incident giving rise to a claim under this section, and an independent medical practitioner certifies that, as a direct result of such injuries, you or they are unable, for a period of 30 days or more, to: 1. start or continue education at a fee paying school, college, university or other educational institution; or 2. sit examinations they were otherwise due to take at such educational institution, we will pay: a. the school or course fees which you or the household member have to pay during the period of absence in 1., which you cannot recover; or b. the cost that you or the household member incur in order to take the same examinations that you or such household member were due to take. This includes where an additional period of study is reasonably required so that such person can take the same examinations.
Electric vehicles	If an insured vehicle is an electric or hybrid vehicle, we will also provide the following cover: 1. in the event of damage to any charging cables or adapters which are attached to, or contained within the insured vehicle, we will pay the cost of replacing such cables or adapters. 2. if an electric vehicle home charging station fitted at the address stated in your schedule is damaged whilst the charging cable is plugged into the insured vehicle, we will pay the cost of repairing or replacing it. 3. if an electric vehicle cannot be charged due to an electricity power cut lasting longer than 6 hours, we will pay towards the costs of such drivers' necessary alternative transportation arrangements.
Emergency transportation	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 any driver in respect of: 1. emergency transportation costs; and

	2. accommodation and meals.
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 .
Erasing personal data stored by an insured vehicle	If an insured vehicle is declared a total loss as a direct result of an incident giving rise to a claim under this section, we will pay for the reasonable costs of services required to clear personal data relating to an identifiable individual from such vehicle. This includes any data stored in a GPS device or data stored by the vehicle relating to mobile contacts, text messages, or garage or gate opening capability.
Equine and pet injury	If any domestic horse or domestic pet owned by you or a member of your household, is injured, or dies within 3 months, as a direct result of an incident giving rise to a claim under this section, we will pay for the reasonable expenses which are incurred by you or the household member to treat, euthanise, cremate or bury such horse or pet, together with costs towards replacing such deceased animal.
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.
Medical expenses	We will pay the reasonable medical expenses of any driver arising directly from their involvement in an incident giving rise to a claim under this section.
Misfuelling	If an insured vehicle is filled up using the wrong type of fuel and this causes damage to the insured vehicle which cannot be rectified using a fuel drain and flush, we will pay the reasonable and necessary repair costs.
Motor trade and managed parking excess waiver	If the insured vehicle was in the care of a third party at the time of the incident in connection with: 1. servicing, maintenance, restoration or repair by a motor trade business; or 2. managed parking by a hotel, restaurant or professional valet service, we will not apply the applicable excess .
Multiple vehicle excess waiver	If two or more insured vehicles are involved in the same incident giving rise to a claim under this section, only one excess will apply, being the higher of the applicable excesses .
Personal accident cover	In the event that an accident during the period of insurance involving an insured vehicle is the sole cause of a driver suffering: 1. death; 2. total loss of a limb; or 3. loss of sight in one or both eyes, we will pay such driver or their estate the applicable sum stated in your schedule .
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: 1. an accident; 2. fire; or 3. theft or attempted theft from any vehicle which is not under your personal supervision or the supervision of any person authorised by you, provided that: 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.
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 replaced if necessary, together with the cost to re-register or transfer the number plate to a replacement vehicle. **We** do not however cover any loss of value of the original number plate, or the costs where the number plate is no longer available or cannot be transferred.

Road tax

If the **insured vehicle** is declared by **us** to be a total loss, **we** will pay for any unexpired portion of the road tax 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.

Uninsured drivers excess waiver

If an **insured vehicle** is involved in an accident covered under this section which **we** deem to be the fault of a third party who is not insured, **we** will not require **you** to pay the applicable **excess**.

Windscreens and glass

In addition to covering the repair or replacement of the windscreen, windows or sunroof glass of an **insured vehicle** under this section, **we** will also pay the reasonable cost of recalibrating any windscreen-mounted or windscreen-integrated driver assistance system where such recalibration is required as part of that repair or replacement.

We will also pay for any associated damage to the bodywork of the **insured vehicle** that is necessary to carry out the repair or replacement.

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 **your schedule** states otherwise, **we** will provide the following cover up to the corresponding **amount insured** as stated in **your schedule**.

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 pay the alternative transportation costs reasonably incurred by such individual, 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 **What is not covered** as set out in the **Motor 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 if your schedule states that cover in respect of 'other drivers' is provided. 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 directly or indirectly while any driver : a. has 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. is under the influence of any illegal substance.
Loss of use	5. loss of use of an insured vehicle .
Hire, lease or loan	6. 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.
Airside vehicles	7. loss or damage to or arising from: a. airport service vehicles whilst airside; or b. any vehicle being used, whilst airside, on those parts of airport premises, aerodromes, airfields or heliports to which the public do not have vehicular access.
Wear and tear	8. 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, other than as covered under What is covered, Additional covers – all vehicles , Misfuelling.
Specific vehicles	9. any vehicle with: a. fewer than four wheels, including any motorcycle, unless stated 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. loss or damage involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive; b. the bulk transportation of liquid petroleum or gasoline; or c. the transportation of gases in liquid, compressed or gaseous forms.
Reduction in value	12. the reduction in value of any insured vehicle .
Use without permission	13. loss or damage caused by any person using an insured vehicle without the owner's permission, other than any loss or damage arising from theft of the insured vehicle .
Cyber incidents	14. 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: 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**.

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**.

How much we will pay

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

We will not pay the cost of preparing a claim.

Excess

Your schedule will also show if **you** are required to pay the first part of each agreed claim. This amount will be stated as an **excess**.

We agree to waive **your excess** in respect of 1. to 5. below:

- | | |
|---------------------------------|---|
| Windscreen and glass repair | 1. for any damage to glass or windscreens which is repaired and not replaced; |
| Total loss | 2. for any insured vehicle which is declared by us to be a total loss; |
| Uninsured drivers | 3. as set out under Additional covers – all vehicles, Uninsured drivers excess waiver; |
| Motor trade and managed parking | 4. as set out under Additional covers – all vehicles, Motor trade and valet parking excess waiver; or |
| Multiple vehicles | 5. as set out under Additional covers – Multiple vehicles excess waiver. |
| Courtesy vehicle excess | <p>In the event of physical loss of or physical damage to a covered courtesy vehicle under What is covered:</p> <ul style="list-style-type: none"> 1. Courtesy vehicle following theft or damage; or 2. Contingent courtesy vehicle cover due to scheduled maintenance, <p>you must pay either:</p> <ul style="list-style-type: none"> a. the excess stated in your schedule; or b. £1,000, <p>whichever is lower. However, no excess is payable where a courtesy vehicle is provided solely as a result of any damage to glass or windscreens which is repaired and not replaced.</p> |

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**. Please see the **How we deal with your repair** section below.

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 'market value' or 'enhanced agreed 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 stated in your schedule is 'market value', we will pay you the insured vehicle's market value at the date of the loss or the amount insured , whichever is lower;
Agreed value	2. if the basis of settlement stated in your schedule is 'agreed value', we will pay you the amount insured ;
Extended value	3. if the basis of settlement stated in 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;
Enhanced agreed value	4. if the basis of settlement stated in your schedule is 'enhanced agreed 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 'enhanced agreed value' basis is £100,000; and
Luxury vehicles less than 24 months old	5. regardless of the settlement basis stated in your schedule , if a luxury vehicle is less than 24 months old from the date of first registration at the time it is totally 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 insured 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.

How we deal with your repair

In the event of a covered claim for physical damage to an **insured vehicle** under this section which requires a repair, **we** will:

Our repair promise	1. where necessary, recover the insured vehicle to your chosen destination or repairer, or if you prefer, to one of our approved repairers; 2. inspect, approve and authorise any reasonable repairs required to the insured vehicle . Subject to availability, we will authorise the repairer to use original manufacturer's parts; 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.
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Third-party motor liability

What is covered

Claims against you	We will cover any driver against any claim for compensation which they are legally liable to pay 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: insured vehicle; or - trailer or caravan attached to an insured vehicle. We will also pay costs and expenses we agree to in advance to defend the claim as set out in How much we will pay.
Other drivers	If your schedule states that cover in respect of 'Other drivers' is provided, we will cover any other driver on the same basis that a driver would be entitled to cover under this section, provided the other driver has the owner's permission to drive the insured vehicle.
Driving other vehicles	If your schedule states that cover in respect of 'Driving other vehicles' is provided, 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.
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 What is not covered as set out in the Motor general terms and conditions, the following exclusions also apply to this section of your policy. We do not cover:
Deliberate acts	liability arising out of a deliberate act by any driver or by anyone acting on any driver's behalf.
Use without permission	liability arising out of any person using an insured vehicle without the owner's permission.
Racing	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	liability arising from the use of any insured vehicle other than for the permitted use or uses stated in your certificate.
Hire, lease or loan	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.
Employees	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**.

Airside vehicles	7. liability arising from: a. airport service vehicles whilst airside; or b. vehicles being used, whilst airside, on those parts of airport premises, aerodromes, airfields or heliports to which the public do not have vehicular access.
Specific vehicles	8. any vehicle with: a. fewer than four wheels, including any motorcycle, unless agreed by us and stated in your schedule; or b. ten or more seats including that of the driver, including any bus or coach.
Waterborne vessels	9. 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	10. liability involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive; b. the bulk transportation of liquid petroleum or gasoline; or c. the transportation of gases in liquid, compressed or gaseous forms.
Terrorism	11. liability resulting from or in connection with any terrorism .
Alcohol and illegal substances	12. liability caused directly or indirectly while any driver : a. has 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. is 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 .
Property damage claims – costs and expenses	In addition to the amount insured for property damage claims, we will cover all reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior agreement in investigating, settling, defending, appealing or defending an appeal against a claim by a third party arising from property damage which is covered under this section. 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.
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.
Bodily injury claims – costs and expenses	We will cover all reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior agreement in investigating, settling, defending, appealing or defending an appeal against a claim by a third party arising from bodily injury covered under this section.
Control of defence	We have the right to take control of and conduct in your name the investigation, settlement or defence of any claim covered under this section.



Claims arising from one incident	We shall have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with any covered claim. 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.

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 **Motor 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 stated in the **Motor 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:

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

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.

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

Reasonable prospects of success

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

Solicitor

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

Standard basis

The assessment of costs which are proportionate to **the driver's** claim and which are limited to the amounts stated 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 **Motor general terms and conditions**, the following exclusions also apply to this section of **your policy**.

We do not cover:

No prospect of success

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**.

Parking and obstruction offences

2. parking or obstruction offences.

Excessive cost

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.

Alcohol or drugs

4. claims arising from driving under the influence of alcohol or drugs.

Unapproved legal costs

5. **legal costs and expenses** incurred prior to our written acceptance of a claim or that we have not agreed in advance.

Late claim notification

6. claims that we are not told about within 180 days of the event which caused it.

Deliberate or criminal acts

7. claims arising from any deliberate or criminal act or omission by a **driver**.

Criminal fines and penalties

8. **legal costs and expenses**, fines or other penalties which a **driver** is ordered to pay by any criminal court.

Invalid licence or vehicle

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.

Racing or track use

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).

Vehicle use

11. claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of **your policy**.

Territorial limits

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.

War

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.
Terrorism	14. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Nuclear and radiation	15. any direct or indirect consequence of: - irradiation, or contamination by nuclear material; or - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or - any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
Electronic data	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 .
Sanctions	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.
Withdrawal	18. legal costs and expenses if the driver withdraws from legal proceedings without our agreement.
Other insurance	19. legal costs and expenses which are covered under a more specific insurance or if a claim has been refused by another insurer
Fixed recoverable costs	20. legal costs and expenses where fixed recoverable costs have already been recovered by the solicitor .
Avoidable or personal costs	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 stated 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	- The driver must tell us in writing as soon as possible when a claim or possible claim happens. - The driver must give us at their expense any information and evidence we need. - The driver must not do anything to affect their case. - The driver must tell us about any other legal expense insurance the driver has which may cover the same loss. - The driver must co-operate fully with us, the claims adjuster or the solicitor.
Choice of solicitor	- 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. - 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. - In choosing their solicitor, the driver must try and keep the cost of any legal proceedings as low as possible. - 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**.

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 **Motor 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 stated in the **Motor 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 vehicles running out of fuel, 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 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;
- 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 either:

- a. the cost of transporting the **insured vehicle**, or **driver** and passengers or both to a destination within the **territorial limits**, provided that the **driver** and passengers are transported to the same destination as the **insured vehicle**; or
- b. the cost of hiring a replacement 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** stated 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 **Motor 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 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 failure 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 ARAG data privacy notice and how to make a complaint.

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