

Hiscox Motor Insurance
Policy wording



Motor claims

0800 840 2405

For all motor related claims enquiries

Loss of licence helpline

0344 893 0951

Access to prosecution defence for loss of licence

Motor breakdown

0800 042 0334/+44 (0)117 934 0429

For 24-hour breakdown assistance anywhere in the UK or Europe

Windscreen or glass claims

0344 375 3371

Legal expenses

0800 042 0337

Access to a 24-hour helpline offering free legal advice

Customer services

0800 116 4627/01904 681 198

For general enquiries and complaints

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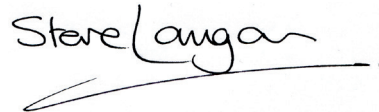
Section 1: Introduction

I am delighted that you have chosen Hiscox to insure your motor vehicles.

We take our responsibility as your insurer extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with maximum efficiency and energy to restore you back to normality as soon as possible.

If you ever have any suggestions how we can improve our service, please do not hesitate to get in touch with me personally.

I wish you safe and happy driving.



Steve Langan

Hiscox Underwriting Ltd are authorised to issue insurance policies for **us**.

Section 2: Complaints procedure

The following procedure applies to all sections of the policy other than section 10, 11 and 12.

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact Hiscox Customer Relations on:

The Hiscox Building
Peasholme Green
York YO1 7PR

Phone: 0800 116 4627/01904 681 198 Email: customer.relations@hiscox.com

The following procedure applies to section 11 of the policy:

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should contact the Managing Director of **Lawshield**. The contact details are:

The Managing Director, Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL.

Tel: 0800 731 3942

Fax: 0333 043 3798

Email: customerrelations@lawshield-uk.com

Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Telephone: 0800 023 4567 (calls to this number within the United Kingdom are free on mobile phones and landlines)

Section 2: Complaints procedure

0300 123 9123 (calls to this number within the United Kingdom cost no more than 01 and 02 numbers) +44 20 7964 0500 (calls from outside the United Kingdom).

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

The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services.

You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Inter Partner Assistance SA UK Branch is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Inter Partner Assistance SA UK Branch cannot meet its obligations. This depends on the type of business and the circumstances of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

The following procedure applies to sections 10 and 12 of the policy:

DAS will always try to give **you** a quality service. If **you** think **DAS** have let **you** down, please write to **DAS'** Customer Relations Department at **DAS'** Head Office address shown below. Alternatively **you** can telephone **DAS** on 0117 934 0066 or email **DAS** at customerrelations@das.co.uk. Details of **DAS'** internal complaint handling procedures are available on request.

DAS' Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case without affecting **your** legal rights. The address is:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123
+44 20 7964 0500 from outside the United Kingdom.

If **you** contact them or **us**, please quote the policy number shown in the **schedule**.

Section 3: General terms

Please read **your policy** very carefully. If anything is not correct, please return it immediately.

This **policy** is a contract between **you** and **us**.

We will provide this insurance in return for the premium **you** have paid to **us**.

Definitions

Words shown in **bold** type in the **policy** shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.

Act of terrorism

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

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

Agreed value

The amount **your vehicle** is insured for as agreed by **you** and **us** and shown in the **schedule**. The amount should include the value of **your vehicle** at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

Amendment to cover notice

The most recent notification of cover change **we** issued to **you**.

Certificate

Your evidence of motor insurance. A certificate will be issued by **us** for each **vehicle you** insure with **us** and should be read together with this **policy** wording, the **schedule**, any **amendment to cover notice** and any **endorsements**.

DAS

DAS Legal Expenses Insurance Company Limited.

Endorsement

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

European Union

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

Excess

The amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**. If an **insured vehicle** (as defined below) is not listed in the **schedule** a £1,000 excess applies.

Hiscox

Hiscox Insurance Company Limited.

Household member

Any person permanently residing with **you**. This includes any person living within the grounds of **your** residence and children studying away from home.

Insured person(s)

Any user permitted by **you** legally entitled to drive in accordance with the **certificate**.

Insured vehicle

1. Any **vehicle**.
2. Any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person** or vehicles available for the regular use of **you** or a **named insured person**.

Lawshield

Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

Section 3: General terms

Market value	The cost to replace a vehicle with one of similar make, model and condition. We decide this amount.
Named insured person	Insured persons whose names are stated in the certificate .
New vehicle replacement	Our promise to replace your vehicle with a new one of the same make and model subject to availability. This cover will only apply if you and we agree and if the vehicle is less than 12 months old from the date of first registration at the time it is destroyed or stolen. The cost of the replacement vehicle must not exceed the agreed value of the vehicle that is the subject of the claim.
Non-household member	Any person who does not permanently reside with you or live in the grounds of your residence over the age of 30. Students living away from home are not considered a non-household member.
Period of insurance	The period for which the policy is in force as shown in your most recent schedule .
Personal effects	Personal property owned by you or a household member or for which you or a household member are legally responsible.
Policy	This policy wording, the schedule , the certificate , any amendment to cover notice and any endorsements .
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.
Territorial limits	<p>This policy provides cover anywhere within the European Union, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.</p> <p>This definition does not apply to section 10 or section 12. You should refer to those sections to see what definition of territorial limits applies to the coverage under those sections.</p>
Vehicle	Any vehicle listed in the schedule for which a certificate has been issued bearing the registration number or chassis number of that vehicle which belongs to you or a household member or is under a hire purchase agreement with you or a household member or is leased to you or a household member .
United Kingdom	England, Wales, Scotland and Northern Ireland.
We, us, our, ours	The insurer named in the schedule .
You, your	The person named as the policyholder in the schedule and a spouse or partner that permanently resides with that person.

Section 4: General conditions

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

Cancellation	<p>You may cancel this policy at any time by writing to us and returning your certificate. If you have not made a claim, we will return any premium you have paid for any period of insurance remaining, calculated on a pro-rata basis from the day we receive notification of cancellation from you.</p> <p>We may cancel this policy by sending you fourteen days notice by recorded post to your last known correspondence address. You must immediately return your certificate to us. If you have not made a claim, we will return any premium you have paid for any period of insurance remaining, calculated on a pro-rata basis from the day of cancellation.</p> <p>If you pay the premium by instalments and an instalment remains unpaid after 14 days, we may cancel your policy from this date.</p> <p>If an insured vehicle has been declared to be a total loss or a claim has been made there will be no premium refund if the policy is cancelled.</p>
Cooling off period	<p>You may cancel this policy within 14 days of receipt of the policy or 14 days from the effective date of the policy, whichever is the later. If you cancel during this period we may apply a reasonable charge to cover the period we insured you.</p>
Data protection	<p>By accepting your policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling any claims and to process sensitive personal data about you where this is necessary. This may mean we choose or are required to give some details to third parties. These third parties may include other insurance carriers, third-party claims adjusters, fraud detection and/or prevention services, the Motor Insurers' Bureau, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated by us in confidence and in compliance with applicable data protection law. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls to us may be monitored and/or recorded.</p>
Duplicate cover	<p>If a loss is covered more than once by us, we will pay under the section that provides you with the most cover. We will not make duplicate payments.</p>
False claims	<p>If you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.</p>
Governing law	<p>This policy will be interpreted in accordance with and governed by English law. The parties will submit to the non-exclusive jurisdiction of the courts of England and Wales.</p>
Information	<p>In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.</p> <p>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:</p> <ul style="list-style-type: none"> • a change to the people insured; • motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured; • criminal convictions for any of the people insured, or to be insured; • a change of vehicle;

Section 4: General conditions

- any **vehicle** modifications;
- any changes affecting ownership of the **vehicle**;
- any change in the way that the **vehicle** is used;
- a change of correspondence or garaging address.

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

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** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your policy**; or
- require **you** to pay more for **your** insurance.

Other insurance

When other insurance applies to a covered loss under this **policy**, **our** cover will apply secondary to any other available insurance. For example, if **you** are a named driver on a policy that is insuring a vehicle **you** have borrowed **our** cover will not apply.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium. If **you** are paying **your** premium by instalments and **your vehicle** is a total loss **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

Reasonable care

You must take reasonable steps to keep **your vehicle** in a roadworthy condition.

You must take reasonable steps to protect any **insured vehicle** from loss or damage.

Section 5: What to do when a loss occurs

You should refer to the relevant cover section for details of the cover provided and how **your** claim will be settled.

A motor vehicle claim

How to make a claim

You must tell **us** or **your** insurance agent as soon as possible about any incident which **you** may need to claim for under this **policy**. **Our** 24-hours a day, seven days a week helpline is available on:

0800 840 2405

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

You or an **insured person** must not admit liability for any incident or negotiate or refuse any claim with anyone.

We will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured person's** passengers;
- where necessary recover the **insured vehicle** to a destination or repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy vehicle following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of three years.

Injury to someone or damage to their property

If someone is holding **you** or an **insured person** responsible for injury or damage, **you** must immediately send to **us** or **your** insurance agent every letter or claim correspondence **you** receive. **You** or an **insured person** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay the claim.

We may take over and deal with, in **your** name or that of an **insured person**, the defence or settlement of any claim made against **you** or an **insured person**.

Recovering a loss payment

We may pursue, in **your** name or that of an **insured person** but at **our** expense, recovery of any amounts **we** may become liable to pay under this **policy**. **You** or an **insured person** 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.

A motor legal expenses claim

Legal Expenses Services are provided by **Lawshield**.

Lawshield are available for **you** or a **named insured person** to call 24-hours a day, seven days a week.

Lawshield's claims notification freephone line is 0800 042 0337.

Lawshield will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle**, **your excess**, injury compensation and other out-of-pocket expenses.

Section 5: What to do when a loss occurs

A European motor assistance claim

European motor assistance services are provided by **DAS**.

In the event of a motor vehicle **breakdown** the **DAS** claims and emergency helpline is available 24-hours a day, seven days a week on 0800 042 0334/+44 (0)117 934 0429.

You will need to provide the following information:

- policyholder's name and **policy** number.
- registration number of the **insured vehicle**.
- make, model and colour of the **insured vehicle**.
- nature of the breakdown and location of the **insured vehicle**.

A motor assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** motor assistance centre as soon as possible after the breakdown. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

Motoring prosecution defence and loss of driving licence cover

Motoring prosecution defence and loss of licence cover is provided by **DAS**.

To make a claim under this section of **your policy**, please call **us** on 0344 893 0951 as soon as possible. The telephone line is available 24-hours a day. To help **DAS** check and improve service standards all calls are recorded. By using this service **you** are agreeing to **DAS** recording **your** call.

Please do not ask for help from a solicitor before **DAS** have agreed. If **you** do **DAS** will not pay the costs involved.

Section 6: General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 1. airport service vehicles;
 2. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any reduction in value of any **insured vehicle**.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation the Nürburgring).
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **named insured person** for a fee to any other person. This exclusion does not apply to a courtesy vehicle provided to **you** or a **named insured person** whilst a **vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicles covered under this **policy** as a temporary **insured vehicle**.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** 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**.
13. Any motorcycles or any vehicles with less than four wheels unless agreed by **us** and listed in the **schedule**.
14. 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.
15. In respect to section 9, Third-party liability cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom** Road Traffic Act.

Section 6: General exclusions

16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.
17. Any buses, coaches and vehicles with ten or more seats including that of the driver.
18. Waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land unless amphibious which is licensed to go on highways (but not including any waterborne exposure).
19. Any losses involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
 1. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive
 2. the bulk transportation of liquid petroleum or gasoline
 3. the transportation of gases in liquid, compressed or gaseous forms.

Section 7: Physical damage cover

You should read **your schedule** to see if this physical damage cover applies to **your policy**.

This section provides **you** and an **insured person** with physical damage cover as detailed below, whilst driving an **insured vehicle** anywhere within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover physical loss of or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

What is not covered

- **Your excess**, unless the **insured vehicle** is a total loss.
- Loss of use of the **insured vehicle**.

How much we will pay

Following loss or damage involving any **insured vehicle**, **we** will decide whether to repair or make a cash settlement.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**. If **your vehicle** is declared by **us** to be a total loss **we** will pay **you** the **agreed value** unless **you** choose **new vehicle replacement**.

An **insured vehicle** will be declared to be a total loss when it is totally destroyed or stolen and not recovered. An **insured vehicle** is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the **agreed value** of the **vehicle** or the **market value** if the **insured vehicle** involved is not listed in **your schedule**. An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the **insured vehicle** and is active at the time of the theft, the **insured vehicle** will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When **we** pay for a total loss the salvage becomes **our** property.

An **insured vehicle** not listed in **your schedule** is insured for its **market value**.

Section 8: Additional cover and benefits

If section 7, physical damage cover, applies to **your policy**, the following additional covers and benefits are automatically included in **your** insurance.

Unless specifically stated to the contrary, they are in addition to the **agreed value** and the **excess** assigned to the **insured vehicle** will apply.

Agreed value

Your or a **named insured person's vehicle** will be insured for an **agreed value**.

You agree that **we** will change this amount when the **policy** is renewed to reflect current costs and values. If **your** or a **named insured person's vehicle** is totally destroyed or is stolen and not recovered **we** will pay **you** the **agreed value**. If **your** or a **named insured person's vehicle** is less than 12 months old at the time it is destroyed or stolen **you** may opt for **new vehicle replacement**.

Audio and electrical equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

a) The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:

- radios, tape players, CD players and DVD players
- televisions
- global positioning systems

or similar equipment including their accessories and antennas.

b) Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

Your excess does not apply to this additional cover.

Car jacking and road rage

If **you** or a **named insured person** 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 up to £5,000 towards the cost of legal representation or medical expenses, counselling or any other associated expenses.

Any such incident must be reported to the police within 48-hours of it happening.

This additional cover does not apply if the assault is by a relative or a person known to **you**.

Child car seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** 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

If a **vehicle** cannot be used because of a covered loss **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or total loss claim is settled.

The courtesy vehicle will be considered an **insured vehicle** for the time it is in **your** or a **named insured person's** possession.

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 **vehicle** subject to the claim.

If the vehicle provided by the repairer is satisfactory and **you** decide not to use this additional cover, your **excess** will not apply if it is less than £4,000.

The most **we** will pay under this additional cover for each incident is £4,000.

Section 8: Additional cover and benefits

Disablement	<p>In the event of an accident during the period of insurance resulting in a covered claim under this policy and you or a named insured person is registered disabled as a result of the accident, we will pay up to £10,000 towards the cost of applicable modifications to your or a named insured person's vehicle.</p>
Driving other cars	<p>You or a named insured person will be covered under sections 7, 8, 9, 10, 11 and 12 of this policy whilst driving another vehicle unless stated otherwise or an exclusion applies.</p> <p>This additional cover only applies if the vehicle concerned:</p> <ul style="list-style-type: none"> • is not owned by you or a named insured person, and • is not available for regular use by you, a named insured person or a household member. <p>This additional cover is secondary to any other insurance that may apply at the time of a covered loss.</p>
Emergency transportation/ accommodation	<p>If following a covered loss more than 50 miles from your or a named insured person's closest residence you or a named insured person incur emergency transportation costs, we will pay such costs up to a maximum of £500.</p> <p>In addition, we will pay up to a maximum of £1,000 for accommodation and meals.</p>
Emergency treatment	<p>We will reimburse you or a named insured person using an insured vehicle for payment made under the United Kingdom Road Traffic Act for emergency treatment incurred as a result of an accident during the period of insurance.</p>
Foreign use	<p>We will cover you or a named insured person for trips to countries within the territorial limits commencing during the period of insurance. We must be notified if any trip is to exceed 90 days.</p> <p>The certificate should provide evidence that the compulsory insurance laws within the territorial limits are complied with.</p>
Glass cover	<p>In the event of physical damage to window glass and/or sunroof glass to a vehicle we will pay for the replacement or repair of the glass.</p> <p>A £100 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.</p>
Identity fraud	<p>We will cover you or a named insured person for the following reasonable and necessary expenses incurred as a direct result of an identity fraud:</p> <ul style="list-style-type: none"> • Solicitor's fees to defend a claim against you or a named insured person by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness your or a named insured person's signature. • The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies. • Fees charged when you or a named insured person re-apply for a loan that was originally rejected. • Your or a named insured person's lost earnings because of time off work to talk to the police, financial institutions or credit agencies. <p>The most we will pay is £12,500 for any one identity fraud.</p> <p>We do not cover any identity fraud connected with your business, profession or occupation or if the loss is covered under a Hiscox 606, 506 or 505 Home and Contents Insurance policy.</p> <p>For the purpose of this additional cover, 'identity fraud' means someone, or a group of people, knowingly using a means of identification belonging to you or a named insured person without your or a named insured person's knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an insured vehicle or another covered loss under the policy during the period of insurance.</p>

Section 8: Additional cover and benefits

An act, or a series of acts, against **you** or a **named insured person** by one person or group of people is considered to be one identity fraud.

Inability to drive due to ill health

If **you** or a **named insured person** has their driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or a **named insured person's** alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.

Inability to drive following injury

If **you** or a **named insured person** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.

Lock replacement

Should **you** or an **insured person** lose or have the door key or ignition/alarm immobiliser key to a **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.

The **excess** does not apply to this additional cover.

Medical expenses

We will pay necessary medical expenses, up to a total of £1,000 for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying an **insured vehicle**. This additional cover also applies if **you** or a **named insured person** are struck by another motor vehicle or trailer.

Personal accident cover

We will pay **you** or a **named insured person** or the applicable estate for **you** or a **named insured person** £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death, or
- total loss of a limb, or
- loss of sight in one or both eyes.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** or a **named insured person** has a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom** Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) or is under the influence of any illegal substance.

Personal effects

We will pay for **your** or a **household member's personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,000.

We do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a **Hiscox** 606, 506 or 505 Home and Contents Insurance policy.

Your excess does not apply to this additional cover.

Personal registration plate cover

If **your** or a **named insured person's vehicle** has a personalised registration number purchased from the DVLA and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 to compensate **you** for the loss of the plate. If **we** pay under this additional cover the rights to the plate will become **ours**.

Road fund licence

If following a covered loss **your** or a **named insured person's vehicle** is declared a total loss **we** will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities.

Section 8: Additional cover and benefits

Trailers

We will pay up to £2,000 for theft or physical damage to a trailer or non-motorised Horsebox, which **you** or a **named insured person** owns or are legally responsible for and which is no more than 4.6 metres (15 feet) in length, during the **period of insurance**, whether it is attached to an **insured vehicle** or not.

We do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a **Hiscox** 606, 506 or 505 Home and Contents Insurance policy.

Trauma

If **you** or a **named insured person** is subject to medically diagnosed trauma following a covered loss involving an **insured vehicle** during the **period of insurance**, **we** will pay up to £5,000 towards the cost of medical expenses, counselling or any other associated expenses. The trauma must be reported to a doctor within six months of the covered event.

Uninsured drivers

If an **insured vehicle** is involved in an accident during the **period of insurance** 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 **your** or an **insured person's** fault.

Section 9: Third-party liability cover

You should read **your schedule** to see if this third-party liability cover applies to **your policy**.

This section provides **you** and an **insured person** with third-party liability cover as detailed below, whilst driving an **insured vehicle** anywhere within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover the legal liability of **you** and an **insured person** to compensate others if, as a result of an accident during the **period of insurance** arising from the maintenance, operation or use of an **insured vehicle**,

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third-party property is physically lost or physically damaged (including the loss of use of such damaged property).

How much we will pay

The most **we** will pay for any one accident resulting in damage to third-party property is £20,000,000.

There is no limit on the amount **we** will pay for any one accident resulting in

- injury or death of a third party, or
- injury or death of a passenger travelling in an **insured vehicle**.

All claims caused by one accident are agreed to be one claim however many **insured persons** may be legally liable for the accident.

We will pay reasonable and necessary costs and expenses of legal representation should an **insured person** need to defend against any legal action seeking damages for injury, death or property damage.

Section 10: Motoring prosecution defence and loss of driving licence cover

You should read **your schedule** to see if this motoring prosecution defence and loss of driving licence cover applies to **your policy**.

Special definitions applying to this section

Appointed lawyer	The lawyer who has been appointed to act for you under condition b) of insured incident 1. Motoring prosecution defence.
Legal costs	All reasonable and necessary costs charged by the appointed lawyer on a standard basis.
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	For insured incident 1, Motoring prosecution defence: The European Union , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, and Turkey. For insured incident 2, Loss of driving licence: England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
We, us, our	In respect of this section of your policy , DAS .
You, your	The person named as the policyholder in the schedule and a spouse or partner that permanently resides with that person and a named insured person .
What is covered	We agree to provide the insurance in this section of the policy , keeping to the terms, conditions and exclusions as long as: <ul style="list-style-type: none"> the insured incident happens during the period of insurance and within the territorial limits, and any legal proceedings will be dealt with by a court within the territorial limits.
Insured incidents	
1. Motoring prosecution defence	We will pay your legal costs up to £50,000 to defend your legal rights if you are prosecuted for an offence committed, or allegedly committed, during the period of insurance in connection with using or driving any insured vehicle , but you must send a copy of your summons to us within seven days of receiving it.
What is not covered	Parking or obstruction offences.
Conditions	<ol style="list-style-type: none"> We can negotiate any claim on your behalf. If we agree to defend legal proceedings, you are free to choose an appointed lawyer (by sending us the lawyer's name and address) if we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or there is a conflict of interest. In all circumstances except those above, we are free to choose an appointed lawyer. An appointed lawyer will be appointed by us and will represent you according to our standard terms of appointment. The appointed lawyer must co-operate fully with us at all times.

Section 10: Motoring prosecution defence and loss of driving licence cover

- d) **We** will have direct contact with the **appointed lawyer**.
- e) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
- f) **You** must give the **appointed lawyer** any instructions that **we** ask for.
- g) **You** must tell the **appointed lawyer** to have legal costs taxed or audited if **we** ask **you** to.
- h) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- i) If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once unless **we** agree to appoint another **appointed lawyer**.
- j) If **you** do not give suitable instructions to an **appointed lawyer**, **our** cover will end at once.

2. Loss of driving licence

If **you** are disqualified from driving following a claim under insured incident 1. Motoring prosecution defence, because:

- a) **you** are convicted of a speeding offence under Section 89 of the **United Kingdom Road Traffic Offenders' Act 1988**; 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 £150 per week, while **you** are disqualified, for up to 52 weeks to cover **travel expenses you** have paid.

What is not covered

- a) Any claim that arises from:
 - i) unlawful use of drink or drugs;
 - ii) conviction for dangerous, reckless or careless driving.
- b) An offence that results in disqualification from driving for more than 365 days.

Condition

Your claim must be fully supported by original official receipts.

Special exclusions applying to this section

1. Any claim reported to **us** more than 90 days after **you** should have known about the insured incident.
2. Any costs that are incurred before **we** accept **your** claim.
3. Any claim where **you** are accused of dishonesty.
4. Fines, penalties or other damages that **you** are ordered to pay by a court.
5. Any legal action **you** take that **we** or the **appointed lawyer** have not agreed to or where **you** do something to hinder **us** or the **appointed lawyer**.
6. Any claim following an insured incident which happens during the first 48-hours from the start of **your period of insurance** if **you** take out this section of the **policy** at a different time from any other related agreement.

Special conditions applying to this section

1. **You** must:
 - a) keep to the terms and conditions of this section of the **policy**;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for in writing;
 - e) give **us** full details of **your** claim as soon as possible and give **us** any information **we** need.

Section 10: Motoring prosecution defence and loss of driving licence cover

2. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
3. **We** can cancel this section of the policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section of the policy at any time as long as **you** tell **us** at least 14 days beforehand.
4. **We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by another **policy** if this section of the **policy** did not exist.

Section 11: Motor legal expenses cover

Motor legal expenses cover is arranged by **Lawshield** and underwritten by Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance SA Branch is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664. **Lawshield** are authorised and regulated by the Financial Conduct Authority.

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

The general terms, general conditions and general exclusions all apply to this section.

Special conditions applying to this section

Claims adjuster	Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by Lawshield to act for the named insured person .
Insured incident	<p>A non-fault road traffic accident (excluding claims for theft or fire) occurring within the territorial limits which results in:</p> <ol style="list-style-type: none">loss or damage to the insured vehicle including any trailer attached thereto;loss or damage to any personal property owned by the named insured person whilst the property is in/on or attached to the insured vehicle;the death of or injury to the named insured person whilst in or getting into or out of the insured vehicle;any other uninsured losses.
Insurers	Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
Legal costs and expenses	<p>Fees, costs and disbursements reasonably incurred by Lawshield, any claims adjuster, solicitor, or other appropriately qualified person appointed to act for the named insured person with Lawshield's consent, chargeable on the standard basis, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which the named insured person may be liable by order of a court or by agreement with the consent of Lawshield.</p> <p>Explanatory note: the Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The Civil Procedure Rules set out how legal fees are calculated for these cases, where solicitor's costs are payable by Lawshield, these will be on the standard basis as defined by the CPR and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.</p>
Prospects of success	Reasonable prospects are considered to be 51% or better chance of success.
Small claims limit	The limit for a claim for damages due to personal injury is set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 any claims below this limit are allocated to the small claims track which legal proceedings for a claim for damages due to personal injury are allocated to the small claims track .
Small claims track	The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the small claims limit is known as the small claims track . Claims falling under the small claims limit will be allocated by the court to the small claims track .
Solicitor	The solicitor , firm of solicitors or other appropriately qualified person, firm or company appointed to act for the named insured person .

Section 11: Motor legal expenses cover

Standard basis	The assessment of costs which are proportionate to the named insured person's claim.
What is covered	Legal costs and expenses in 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 .
How much insurers will pay	The maximum amount insurers will pay in respect of all insured incidents which are related in time or by cause after aggregation of the legal costs and expenses is £100,000 for both the named insured person and any opponents insofar as they are liable to pay them.
Special exclusions applying to this section	<p>In addition to the policy general exclusions the following additional exclusions apply to part of your policy.</p> <p>The insurers will not pay legal costs and expenses in the following circumstances:</p> <ul style="list-style-type: none"> • 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. • if the estimated value of any damages for the personal injury the named insured person has suffered does not exceed the small claims limit. • legal costs and expenses incurred prior to Lawshield's acceptance of a claim. • claims arising from any deliberate, criminal act or omission by the named insured person. • legal costs and expenses, fines or other penalties which the named insured person is ordered to pay by a Court of Criminal Justice. • incidents involving an insured vehicle owned or driven by the named insured person or the driver where the named insured person or 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 road-worthy condition. • motor vehicles used by or on behalf of the named insured person for racing, rallies, competitions or trials of any kind. • claims arising from the insured vehicle not being used in accordance with the terms and conditions of your policy. • claims arising from an insured incident that occurs outside the territorial limits except enforcement of a judgement obtained from a court within the territorial limits with Lawshield's prior approval against a defendant who resides outside of the jurisdiction of the court making the order. <p>If it transpires that the named insured person has duplicate cover the insurers will agree to a proportionate settlement with the other insurer.</p> <p>Lawshield shall be under no liability to pay for avoidable correspondence, absence from work compensation or for travelling expenses or sustenance allowances of the named insured person (except to the extent that the named insured person may be specifically covered under the other sections of the policy).</p> <p>Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the named insured person to the solicitor.</p> <p>The insurance under this section does not cover an appeal unless Lawshield are notified in writing by the named insured person not later than six working days before the time for making an appeal expires and Lawshield consider that there are reasonable prospects of such an appeal succeeding.</p>

Section 11: Motor legal expenses cover

Where cover is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

Claims notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to **Lawshield** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that **Lawshield** are advised of the claim within 180 days of the occurrence of the incident.

Prospects of success

If at any stage **Lawshield** decide that the **named insured person's** prospects of success are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then **Lawshield** will inform **you** in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions **Lawshield** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

Representation

1. **Lawshield** can take over, and carry out in the name of the **named insured person**, action to take or defend any claims.

2. **Lawshield** will have complete control over how legal proceedings are carried out.

Before the issuing of legal proceeding **Lawshield** will nominate and appoint a **solicitor** from their panel to act on behalf of the **named insured person** and to conduct in the name of the **named insured person** the prosecution, defence or settlement of any claim accepted under the terms of the **policy**.

Should legal proceedings need to be issued or a conflict of interest arise, the **named insured person** does not have to accept the **solicitor** nominated by **Lawshield**. If the **named insured person** is unable to agree a suitable **solicitor** with **Lawshield** the **named insured person's** choice of **solicitor** may be referred to arbitration in accordance with the terms and conditions of the **policy**. The **named insured person** must let **Lawshield** know in writing the full name and address of a **solicitor** who they wish to act for them.

If there is a dispute about the choice of **solicitor** **Lawshield** will choose one whilst arbitration takes place. In the event that the **insurer** insures two or more people for one claim the **named insured person** may choose **solicitors** and send their name and address to **Lawshield** before agreeing to pay any **legal costs and expenses**.

3. In choosing their **solicitor** the **named insured person** must avoid unnecessary expenses and keep the cost of any legal proceedings proportionate to the claim and must try and keep the cost of any legal proceedings as low as possible.

4. Before **Lawshield** accept the **named insured person's** choice of **solicitor**, or if the **named insured person** fails to choose a **solicitor**, **Lawshield** will be entitled to instruct a **solicitor** on behalf of the **named insured person**.

5. Where the uninsured loss does not exceed the current level of the small claims court and is not in respect of a claim for damages or personal injury, **Lawshield** may investigate the circumstances of the claim and attempt to obtain settlement with the **named insured persons** prior consent (such prior consent must not be unreasonably withheld). **Lawshield** shall not be liable to provide representation on behalf of the **named insured person** at any court proceedings where the amount involved in respect of the uninsured loss claim does not exceed the current level of the small claims court.

Section 11: Motor legal expenses cover

Notwithstanding the above, **Lawshield** reserve the right to provide representation in the Small Claims Court if they consider that it is appropriate in all the circumstances of the case for there to be such representation.

Claims procedure

1. **Lawshield** shall have direct access to the **solicitor** at all times and the **named insured person** shall co-operate fully with **Lawshield** in all respects and shall keep **Lawshield** fully and continually informed of all material developments in the legal representation of proceedings. At **Lawshield's** request the **named insured person** shall instruct the **solicitor** to provide **Lawshield** with any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **Lawshield** may require.
2. **Lawshield's** consent must be obtained prior to:
 - a. the instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience;
 - b. the instruction of Queen's Counsel;
 - c. the incurring of unusual expert's fees or unusual disbursements;
 - d. the making of an appeal.
3. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert or agent.
4. The **named insured person** must co-operate fully with **Lawshield** or the appointed **claims adjuster** or **solicitors**.
5. The **solicitor** or **named insured person** shall inform **Lawshield** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs is to be made without **Lawshield's** prior approval.
6. If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, **Lawshield** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules **Lawshield** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **Lawshield** shall have the right to require the **named insured person**, at **Lawshield's** request, to instruct his or her solicitor to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by the **named insured person** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
7. At **Lawshield's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
8. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, **Lawshield's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in the terms and conditions of the **policy**, but **Lawshield** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
9. If the **named insured person** unreasonably withdraws from a claim without the prior agreement of **Lawshield**, then the **legal costs and expenses** will become the responsibility of the **named insured person** and **Lawshield** will be entitled to be

Section 11: Motor legal expenses cover

reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** that **Lawshield** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

10. The **insurer** will not provide cover, pay any claim or provide any benefit if doing so would expose them 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.

Recovery

The **named insured person** claiming under this section shall take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under this section and such **legal costs and expenses** must be paid to **Lawshield**.

Arbitration

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at the **named insured person's** written request, any such difference shall be decided by Counsel or a **solicitor** chosen jointly by **Lawshield** and the **named insured person** and, in the absence of agreement, they 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 differences to Counsel or the **solicitor** as he or she shall require and the decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

Section 12: European breakdown cover

This European breakdown cover is underwritten by **DAS** and submitted claims will be administered by **DAS**.

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

The general terms, general conditions and general exclusions all apply to this section of the **policy**.

What is covered

You are covered for the assistance services in this section of the **policy** for a maximum of six breakdowns during the **period of insurance** if **you** have paid **your** premium. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the breakdown happens during the **period of insurance** and within the **territorial limits**. After **we** have dealt with the sixth breakdown, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Special definitions applying to this section

Insured person(s)	You , and any driver who is named on the certificate and in the insured vehicle with your permission at the time of the breakdown.
Territorial limit	The European Union , Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
We, us, our	In respect of this section of your policy , DAS .
Breakdown	a. Mechanical or electrical failure; or b. accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which makes your vehicle immobile.

Services provided

- Emergency roadside repairs and home breakdown
We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs.
- 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** and **insured person(s)** to a single destination, being either:
 - a suitable repairer; or
 - if the **insured person** wishes, their home address, provided it is nearer.
- Getting **you** to **your** destination
If the **insured vehicle** cannot be repaired on the same day as the breakdown, **we** will either:
 - pay the cost of transporting the **insured vehicle** or **insured person(s)** or both to a destination(s) within the **territorial limits** provided that the **insured person(s)** are transported to the same destination; or
 - arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **territorial limits**; or

Section 12: European breakdown cover

- c. arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation.

You must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £3,000 limit for any one **breakdown**.

Conditions:

- i. **We** will only pay a maximum of £3,000 for any one breakdown.
- ii. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

4. Emergency
message service

When **you** claim for any of the services detailed in 1, 2 and 3 above **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

When we cannot help

Our approved agents cannot work on the **insured vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special exclusions

The breakdown of
the **insured vehicle**

- within the first 48-hours from the date of **your** application if cover is taken out separately from any other agreement
- if it has knowingly been driven in an unsafe unroadworthy condition
- which has resulted from lack of oil, fuel or water
- which occurs while the **insured vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward.

The cost of

- any vehicle storage charges incurred when **you** are using **our** services
- spare or replacement parts, fluids or fuel or any other materials used in repairing the **insured vehicle**
- any other repairs except those at the scene of the breakdown
- replacing a wheel if the **insured vehicle** does not have a serviceable spare wheel
- replacing broken windows or keys or finding missing keys
- ferry crossings, parking charges, fines or toll charges.

Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.

Any costs incurred before **you** have notified **us** of the breakdown.

Any vehicle which cannot be recovered by a standard trailer or transporter.

The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

Special conditions applying to this section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

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

We can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

You can cancel this section of the **policy** at any time.

If this section of the **policy** is cancelled because **we** have covered **you** for six breakdowns in the **period of insurance**, **we** will not refund any premium **you** have paid.

An **insured person** must be present with the **insured vehicle** when the approved agent arrives.

Section 12: European breakdown cover

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 **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the **policy** did not exist.

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