

Hiscox Classic Motor Insurance  
Policy wording





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**Section 1:  
Complaints  
procedure**

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 our customer relations team in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR

or by telephone: +44 (0)800 116 4627 or (0)1904 681 198  
Email: customer.relations@hiscox.com

**The following procedure  
applies to section 9 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.

Great Lakes Insurance SE UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Great Lakes Insurance SE 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](http://www.fscs.org.uk).

**The following procedure  
applies to section 10 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](mailto: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

**The following applies to  
all sections of the policy**

If you are not satisfied with the way your complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

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

0300 123 9123 (calls to this number within the United Kingdom cost no more than calls to 01 and 02 numbers)

+44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.financial-ombudsman.org.uk).

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

**Hiscox** and **DAS** are both covered by the Financial Services Compensation Scheme (FSCS). If either **Hiscox** or **DAS** cannot meet our obligations **you** may be entitled to compensation from the scheme. For this type of insurance, the maximum level of compensation **you** can receive is 90% of the claim with no upper limit. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

**Section 2: General terms**

Please read **your policy** carefully. If **you** believe anything is incorrect, please call **your** insurance agent as soon as possible.

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.

**Amendment to cover notice**

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

**Amount insured**

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

**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, Croatia, 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**.

**Hiscox**

Hiscox Insurance Company Limited.

**Lawshield**

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

**Named insured person**

The person(s) whose names are stated in the **certificate**.

**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** for which **you** 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.

**Spare parts**

The new or refurbished spare parts, accessories and tools kept at **your** home or private garage and designed for use with the **vehicle**.

<b>Territorial limits</b>	<p>This <b>policy</b> provides cover anywhere within the <b>European Union</b>, as well as Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.</p> <p>This definition does not apply to section 10. <b>You</b> should refer to that section to see what definition of territorial limits applies to the coverage under that section.</p>
<b>Vehicle</b>	<p>Any vehicle listed in the <b>schedule</b> for which a <b>certificate</b> has been issued bearing the registration number or chassis number of that vehicle which belongs to <b>you</b> or is under a hire purchase agreement with <b>you</b> or is leased to <b>you</b>.</p>
<b>United Kingdom</b>	<p>England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>We/us/our/ours</b>	<p>The insurer named in the <b>schedule</b>.</p>
<b>You/your</b>	<p>The person named as the insured in the <b>schedule</b>.</p>

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### **Section 3: General conditions**

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

<b>Cancellation</b>	<p><b>You</b> may cancel this <b>policy</b> at any time by writing to <b>us</b> and returning <b>your certificate</b>. If <b>you</b> have not made a claim, <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> remaining, calculated on a pro-rata basis from the day <b>we</b> receive notification of cancellation from <b>you</b>.</p> <p><b>We</b> may cancel this <b>policy</b> by sending <b>you</b> 14 days' notice by recorded post to <b>your</b> last known correspondence address. <b>We</b> will only do this for a valid reason. <b>You</b> must return, as soon as reasonably possible, <b>your certificate</b> to <b>us</b>. If <b>you</b> have not made a claim, <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> remaining, calculated on a pro-rata basis from the day of cancellation.</p> <p>If <b>you</b> pay the premium by instalments and an instalment remains unpaid after 14 days, <b>we</b> may cancel <b>your policy</b> from this date.</p>
<b>Cooling-off period</b>	<p><b>You</b> may cancel this <b>policy</b> within 14 days of receipt of the <b>policy</b> or 14 days from the effective date of the <b>policy</b>, whichever is the later and receive a full premium refund if <b>you</b> have not made a claim.</p>
<b>Duplicate cover</b>	<p>If a loss is covered more than once by <b>us</b>, <b>we</b> will pay under the section that provides <b>you</b> with the most cover. <b>We</b> will not make duplicate payments.</p>
<b>False claims</b>	<p>Occasionally claims are exaggerated or dishonestly made. <b>We</b> consider this to be fraud and if this happens <b>we</b> will:</p> <ol style="list-style-type: none"><li>1. immediately terminate <b>your policy</b> and back date the termination to the date of the fraud;</li><li>2. refuse to make any payment under this <b>policy</b> in respect of any claim made or any loss occurring after the date of the fraud;</li><li>3. not return any premium.</li></ol> <p>If <b>we</b> have paid any claims after the date of any fraudulent act <b>you</b> must reimburse <b>us</b> of such payments.</p>
<b>Governing law</b>	<p>This <b>policy</b> is governed by English law and any dispute will be dealt with in the courts of England or of the country within the <b>United Kingdom</b> in which <b>your</b> main residence is situated.</p>
<b>Information</b>	<p><b>You</b> must take care when providing any information <b>we</b> ask and ensure that it is accurate, complete and up to date. <b>You</b> must also tell <b>us</b> if this information changes. A change in information may include but is not limited to the following:</p> <ul style="list-style-type: none"><li>• a change to the people insured;</li><li>• motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured;</li><li>• criminal convictions for any of the people insured, or to be insured;</li></ul>

- a change of **vehicle**;
- 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 talk to **us** or **your** insurance agent. **We** will tell **you** if a change in information affects **your** insurance.

The information **you** give to **us** is important as **we** use this in setting the terms and premium for this insurance. Occasionally, **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving **us your** information, several things could happen:

1. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back **your** premium.
2. if **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim. This could result in a particular claim or loss not being covered.

If **we** do any of the above, **we** or **your** insurance agent will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights.

#### 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.

#### Reasonable care

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

1. ensure that **you** maintain the **vehicle** in accordance with the manufacturer's instructions or recommendations; Not doing so may result in a reduction of any payment **we** may make.
2. take reasonable steps to protect the **vehicle** from loss or damage.

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### Section 4: 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.

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### 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: +44 (0)800 840 2405.

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

**You** or a **named 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 **named insured person** and **your** or the **named insured person's** passengers;
- where necessary recover the **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;

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- inspect, approve and authorise any repairs to the **vehicle**;
- clean the **vehicle** on completion of any repairs;
- where appropriate return the **vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **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 a **named insured person** responsible for injury or damage, **you** must, as soon as reasonably possible, send to **us** or **your** insurance agent every letter or claim correspondence **you** receive. **You** or a **named insured person** must not admit liability or make an offer or promise of payment without **our** written permission. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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

Recovering a payment

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

Receiving your claims payment

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

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### 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 +44 (0)800 042 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.

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### A European motor assistance claim

United Kingdom motor assistance services are provided by **DAS**.

**DAS** are here to help **you** 24 hours a day, 365 days a year. In the event of a **breakdown**, call **DAS** motor assistance helpline on **0800 731 5123** (for calls from the UK) or **00 44 117 934 2177** (for calls from the rest of Europe) and provide the following information:

- **named insured person** and **policy** number;
- registration number of the **vehicle**;
- make, model and colour of the **vehicle**;
- nature of the **breakdown** and location of the **vehicle**.

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

It is important that **you** contact the **DAS** Motor Assistance centre as soon as possible after the **breakdown**. **DAS** will not cover any call-out charges and labour costs unless **DAS** has given their agreement.

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### Section 5: 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 directly or indirectly from:
  - a. a deliberate act by **you** or a **named insured person** or by anyone acting on **your** behalf;
  - b. biological or chemical contamination caused by or resulting from an **act of terrorism**;

- c. nuclear reaction, nuclear radiation or radioactive contamination;
  - d. 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 **vehicle** for a military purpose;
  - e. confiscation, destruction or seizure of property by any military, government or public authority;
  - f.
    - i. airport service vehicles;
    - ii. **vehicles** being used on those parts of airport premises to which the public do not have free vehicular access;
  - g. participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event or any on track use;
  - h. any person using the **vehicle** other than **you** or a **named insured person**;
  - i. the use of the **vehicle** to carry property or people for a fee;
  - j. the operation of the **vehicle** when it has been hired, leased or loaned by **you** or any **named insured person** to any other person.
2. any death or injury of any employee arising out of his or her employment by **you** or a **named 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**.
  3. any motorcycles or any vehicles with less than four wheels unless agreed by **us** and listed in the **schedule**.

## Section 6: Physical damage cover

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

This section provides **you** and a **named insured person** with physical damage cover as detailed below, whilst driving a **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 a **vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

## What is not covered

**We** do not cover:

1. loss or damage to a **vehicle** while being driven by anyone other than **you** or a **named insured person**.
2. **your excess**.
3. loss of use of a **vehicle**.
4. loss or damage caused by or resulting from **you** or a **named insured person** having 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 under the influence of any illegal substance.
5. loss or damage caused by or resulting from **your** or a **named insured person's** dangerous, reckless or careless driving.
6. 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.
7. any reduction in value of any **vehicle**.

**How much we will pay**

**Your schedule** will show **you** the maximum amount **we** will pay for each agreed claim.

**Your schedule** will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**. For any claims for glass damage only, **you** must pay the first £100 of each agreed claim. **We** will decide whether to repair or make a cash settlement. In no event will **we** pay more than the **amount insured**.

If the **vehicle** is declared by **us** to be a total loss, **we** will pay **you** the **amount insured** assigned to that **vehicle**.

A **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 **vehicle** and is active at the time of the theft. A **vehicle** is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the **amount insured**. When **we** pay for a total loss the salvage becomes **our** property. **We** will however write to **you** at **your** correspondence address giving **you** the opportunity to buy the **vehicle** back from **us** within 90 days of **our** payment of **your** claim. **We** will charge **you**:

1. the amount **we** paid for **your** claim plus interest; or
2. an amount **we** consider is a fair value of the salvage at the time the **vehicle** is declared by **us** to be a total loss;

whichever is less.

The following cover only applies if extended value is stated as included in **your schedule**.

If the cost to repair **your vehicle** is more than its **amount insured** **we** will increase the **vehicle's 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 to **your vehicle**.

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

**Section 7: Additional cover and benefits**

If section 6, 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 in **your schedule**, the following additional covers are in addition to the **amount insured** and the **excess** assigned to the **insured vehicle** will apply.

Courtesy vehicle

If a **vehicle** cannot be used because of a covered loss and **you** do not have access to another **vehicle**, **we** will pay the reasonable cost, which **we** have agreed to in advance, to hire a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or total loss claim is settled.

If **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.

Disablement

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 the **vehicle**.

Emergency transportation and accommodation

If the **vehicle** cannot be used because of a covered loss and the **vehicle** is located more than 50 miles from **your** or a **named insured person's** residence, whichever is closest, **we** will pay up to £1,000 towards the emergency transportation costs **you** or a **named insured person** incur.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

Foreign use

**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. The **certificate** should provide evidence that the compulsory insurance laws within the **territorial limits** are complied with.

Lock replacement

Should **you** or a **named 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 most **we** will pay is the **amount insured**.

Medical expenses	<b>We</b> will pay necessary medical expenses, up to a total of £1,000 for <b>you</b> or a <b>named insured person</b> , incurred as a result of an accident during the <b>period of insurance</b> . Such medical expenses must arise out of injury to <b>you</b> or a <b>named insured person</b> while he or she is occupying the <b>vehicle</b> . This additional cover also applies if <b>you</b> or a <b>named insured person</b> are struck by another motor vehicle or trailer.
Personal accident cover	<p><b>We</b> will pay <b>you</b> or a <b>named insured person</b> or the applicable estate for <b>you</b> or a <b>named insured person</b> £30,000 for bodily injury in the event that an accident during the <b>period of insurance</b> involving a <b>vehicle</b> is the sole cause of:</p> <ul style="list-style-type: none"> <li>• death; or</li> <li>• total loss of a limb; or</li> <li>• loss of sight in one or both eyes.</li> </ul> <p><b>We</b> do not provide this additional cover if the accident is caused directly or indirectly whilst <b>you</b> or a <b>named insured person</b> has a blood alcohol level exceeding the prescribed limit as decreed by the <b>United Kingdom</b> Road Traffic Act (or similar legislation of any other applicable country within the <b>territorial limits</b>) or is under the influence of any illegal substance.</p>
Personal effects	<p><b>We</b> will pay for <b>your</b> personal effects in a <b>vehicle</b> that are lost or damaged due to an accident or to fire, theft or attempted theft during the <b>period of insurance</b> up to a total amount of £1,000.</p> <p><b>Your excess</b> does not apply to this additional cover.</p>
Personal registration	If the <b>vehicle</b> has a personalised registration number plate purchased from the DVLA and the <b>vehicle</b> is declared by <b>us</b> to be a total loss during the <b>period of insurance</b> , <b>we</b> will pay up to £500 to transfer or replace the registration number.
Road fund licence	If following a covered loss the <b>vehicle</b> is declared by <b>us</b> to be a total loss <b>we</b> will pay for the unexpired portion of the road fund licence which <b>you</b> are unable to recover from the licencing authorities.
Spare parts	<b>We</b> will pay for <b>your spare parts</b> that are lost or damaged due to an accident or to fire, theft or attempted theft during the <b>period of insurance</b> up to a total amount of £10,000.
Uninsured drivers	If a <b>vehicle</b> is involved in an accident during the <b>period of insurance</b> and the other driver is not insured, <b>we</b> will not apply the applicable <b>excess</b> . This only applies if <b>we</b> consider the accident not to be <b>your</b> or a <b>named insured person's</b> fault.

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**Section 8: 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 a **named insured person** with third-party liability cover as detailed below, whilst driving the **vehicle** anywhere within the **territorial limits**. The general terms, general conditions and general exclusions all apply to this section.

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**What is covered**

**We** will cover the legal liability of **you** and a **named 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 the **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).

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**What is not covered**

This insurance does not 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.

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**How much we will pay**

The most **we** will pay for any one accident resulting in loss or 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 the **vehicle**.

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

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

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**Section 9: Motor legal expenses cover**

Motor legal expenses cover is arranged by **Lawshield** and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. **Lawshield** are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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

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

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**Special definitions 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**.

**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.

**Insured incident**

A non-fault road traffic accident (excluding claims for theft or fire) occurring within the **territorial limits** which results in:

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

**Insurers**

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

<b>Legal costs and expenses</b>	<p>Fees, costs and disbursements reasonably incurred by <b>Lawshield</b>, any <b>claims adjuster</b>, <b>solicitor</b>, or other appropriately qualified person appointed to act for <b>named insured person</b> with <b>Lawshield's</b> 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 <b>named insured person</b> may be liable by order of a court or by agreement with the consent of <b>Lawshield</b>.</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 <b>solicitors</b> costs are payable by <b>Lawshield</b>, 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>
<b>Prospects of success</b>	Reasonable prospects are considered to be 51% or better chance of success.
<b>Small claims limit</b>	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 <b>small claims track</b> .
<b>Small claims track</b>	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 <b>small claims limit</b> is known as the <b>small claims track</b> . Claims falling under the <b>small claims limit</b> will be allocated by the court to the <b>small claims track</b> .
<b>Solicitor</b>	The <b>solicitor</b> , firm of <b>solicitors</b> or other appropriately qualified person, firm or company appointed to act for the <b>named insured person</b> .
<b>Standard basis</b>	The assessment of costs which are proportionate to the <b>named insured person's</b> claim.
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<b>What is covered</b>	<b>Legal costs and expenses</b> in pursuing civil claims arising from an <b>insured incident</b> relating to the use of a <b>vehicle</b> or any other <b>vehicle</b> attached and being towed by the <b>vehicle</b> .
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<b>How much insurers will pay</b>	The maximum amount <b>insurers</b> will pay in respect of all <b>insured incidents</b> which are related in time or by cause after aggregation of the <b>legal costs and expenses</b> is £100,000 for both the <b>named insured person</b> and any opponents insofar as they are liable to pay them.
<hr/>	
<b>Special exclusions applying to this section</b>	<p>In addition to the <b>policy</b> general exclusions the following additional exclusions apply to part of <b>your policy</b>.</p> <p>The <b>insurers</b> will not pay <b>legal costs and expenses</b> in the following circumstances:</p> <ul style="list-style-type: none"> <li>• where a reasonable estimate of the <b>legal costs and expenses</b> is greater than the amount in dispute other than in relation to uninsured loss recovery claims.</li> <li>• if the estimated value of any damages for the personal injury the <b>named insured person</b> has suffered does not exceed the <b>small claims limit</b>.</li> <li>• <b>legal costs and expenses</b> incurred prior to <b>Lawshield's</b> acceptance of a claim.</li> <li>• claims arising from any deliberate, criminal act or omission by the <b>named insured person</b>.</li> <li>• <b>legal costs and expenses</b>, fines or other penalties which the <b>named insured person</b> is ordered to pay by a Court of Criminal Justice.</li> <li>• incidents involving the <b>vehicle</b> owned or driven by the <b>named insured person</b> or the driver where the <b>named insured person</b> or driver was not in possession of a valid driving licence or the <b>vehicle</b> was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.</li> <li>• motor vehicles used by or on behalf of the <b>named insured person</b> for racing, rallies, competitions or trials of any kind.</li> <li>• claims arising from the <b>vehicle</b> not being used in accordance with the terms and conditions of <b>your policy</b>.</li> </ul>

- 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.
- any direct or indirect 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.
- any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- any direct or indirect consequence of:
  - i. irradiation, or contamination by nuclear material; or
  - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii. any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

If it transpires that the **named insured person** has duplicate cover the **insurers** will agree to a proportionate settlement with the other insurer.

**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**).

**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**.

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.

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**.

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### 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.

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### 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.

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### 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.

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.

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## 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 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.

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**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**.

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**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 persons** 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.

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**Section 10:  
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 a **named 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**.

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**What is covered**

**You** are covered for the assistance services in this section for a maximum of six **breakdowns** in the 12-month period following the start date of this **policy** and in any 12-month period following renewal of this **policy**, if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this section, or if **you** have reached the maximum number of **breakdowns** covered in the period, **DAS** 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.

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**Special definitions applying to this section****Insured person(s)**

**You**, and any passenger or driver who is named on the **certificate** and in the **vehicle** with **your** permission at the time of the breakdown.

**Territorial limit**

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

**Breakdown**

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

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**Services provided****1. Emergency roadside repairs and home breakdown**

**DAS** will pay the call-out charge and up to one hour's labour costs for one of **DAS'** approved repairers to attend the scene of the **breakdown** and where possible carry out emergency repairs.

**2. Vehicle recovery**

If the **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting the **vehicle** to one of **DAS'** approved repairers.

**3. Getting you to your destination**

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

- a. the cost of transporting the **vehicle** or **you** and the **named insured person(s)** or both to a destination(s) within the **territorial limits** provided that **you** and the **named insured person(s)** are transported to the same destination. **DAS** will not pay more than the value of the **vehicle**; or
- b. the cost of hiring a category A vehicle. The replacement vehicle must remain within the **territorial limits**; or
- c. **you** or the **named insured person(s)** hotel accommodation costs up to £50 per night. **You** will have to pay for the costs of this, but **DAS** will reimburse **you**. **You** must send **DAS** all the relevant invoice(s), including **your** hotel bill, in order for **DAS** to reimburse **you**.

At all times **DAS** will decide on the best way of providing help. The most **DAS** will pay for all claims arising from any one **breakdown** is £3,000.

**4. Emergency message service**

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

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**When we cannot help**

**DAS** approved agents cannot work on the **vehicle** if it is unattended. **You** must not arrange assistance before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

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**Special exclusions**

1. **DAS** do not cover the **breakdown** of the **vehicle**:
  - a. within the first 48-hours from the date of **your** application if cover is taken out separately from any other agreement;
  - b. if it has knowingly been driven in an unsafe or unroadworthy condition;
  - c. which has resulted from lack of oil, fuel or water.
2. **DAS** do not cover the cost of:
  - a. storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **DAS'** services;
  - b. spare or replacement parts, fluids or fuel or any other materials used in repairing the **vehicle**;
  - c. any other repairs except those at the scene of the **breakdown**;
  - d. replacing a wheel if the **vehicle** does not have a serviceable spare wheel;
  - e. replacing broken windows or keys or finding missing keys;
  - f. ferry crossings, parking charges, fines or toll charges.
3. **DAS** do not cover:
  - a. any charges arising from **your** or a **named insured person's** failure to comply with **DAS** instructions or **DAS** approved agents' instructions in respect of the assistance being provided.
  - b. any costs incurred before **you** have notified **DAS** of the **breakdown**.
  - c. any **vehicle** which cannot be recovered by a standard trailer or transporter.
  - d. the recovery of a caravan or trailer on tow.

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**Special conditions applying to this section**

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

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

**You** or the **named insured person** must be present with the **vehicle** when the approved agent arrives.

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

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

**DAS** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example **DAS** 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.

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**How DAS will use the insured person's information**

**DAS** may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **insured person's** legal advice on non-European Union law.

**DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS** website.



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