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## Hiscox Motor Insurance Policy wording





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## General terms and conditions

WD-APC-UK-GTC(1)  
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### Introduction

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

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

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

### General definitions

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

#### Act of terrorism

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

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

#### Amount insured

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

#### Endorsement

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

#### European Union

The countries within the European Union, the **United Kingdom** and Gibraltar.

#### Excess

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

#### Period of insurance

The time for which this **policy** is in force as shown in **your schedule**.

#### Policy

This insurance document and the **schedule**, including any **endorsements**.

#### 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.

#### United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

#### We/us/our

The insurer named in the **schedule** in respect of each section of the **policy**.

#### You/your

The policyholder named in the **schedule** and anyone else identified as 'you/your' in the Special definitions of any section of this **policy**.

### Our promise to you

**We** will:

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

### Your promise to us

**You** must:

1. take care when providing any information **we** ask for and ensure that it is true, accurate and complete. Tell **us** or **your** broker if this information changes. If **you** are in any doubt, please talk to **us** or **your** broker. **We** will tell **you** if a change in information affects **your** insurance; and

2. comply with the terms and conditions of this **policy**, including the terms of each section.
- If **you** do not, it may affect the validity of the **policy**, **our** ability to pay a claim or the amount **we** pay in respect of a claim.

## How to make a claim

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

1. tell **us** or **your** broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police as soon as possible;
2. not admit responsibility or make any offer of payment without **our** prior agreement;
3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
4. give **us** all the co-operation **we** need to investigate and resolve **your** claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents **we** may reasonably require;
5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

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

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

## Information you have given us

- |  |  |
|--|--|
| Reasonable care                              | 1. The information <b>you</b> give to <b>us</b> is important as <b>we</b> use this in setting the terms and premium for the <b>policy</b> . <b>You</b> must take reasonable care not to give <b>us</b> information that is untrue, incomplete or inaccurate.   |
| Deliberately or recklessly given information | 2. Occasionally, <b>we</b> are deliberately or recklessly given false information. If this happens <b>we</b> will treat this <b>policy</b> as if it never existed and refuse all claims. <b>You</b> must repay any payments already made by <b>us</b> under the <b>policy</b> and <b>we</b> will not return the premium to <b>you</b> .  |
| Carelessly given information                 | 3. If <b>you</b> acted carelessly when giving <b>us</b> <b>your</b> information, several things could happen: <ol style="list-style-type: none"> <li>a. if <b>we</b> provided insurance cover that <b>we</b> would not otherwise have offered, <b>we</b> will treat this insurance as if it had never existed. If this happens, <b>we</b> will give <b>you</b> back <b>your</b> premium and <b>you</b> must repay any payments already made by <b>us</b> under the <b>policy</b>;</li> <li>b. if <b>we</b> would have insured <b>you</b> on different terms, <b>we</b> will amend this <b>policy</b> retrospectively and apply these amended terms to all claims under the <b>policy</b>, including any claims <b>you</b> have already made; or</li> <li>c. if <b>we</b> would have charged <b>you</b> more premium if <b>you</b> had provided accurate information, <b>you</b> must pay <b>us</b> the difference between the premium <b>we</b> actually charged and the premium <b>we</b> would have charged. <b>We</b> may deduct this amount from any claim payment.</li> </ol> |

## Your obligations

**You** must:

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

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

## General conditions

Governing law	1. Unless agreed otherwise in writing, this <b>policy</b> is governed by the law, and any disputes in relation to the <b>policy</b> will be dealt with in the courts, of the country within the <b>United Kingdom</b> in which <b>your</b> main residence is situated. If <b>your</b> main residence is not in the <b>United Kingdom</b> , the law and courts of England and Wales will apply.
The most we will pay	2. When a claim is made, <b>we</b> will only ever pay up to the relevant <b>amount insured</b> .
Multiple insureds	3. If more than one person is entitled to cover under the <b>policy</b> , the total amount <b>we</b> will pay following a claim will not exceed the amount <b>we</b> would be liable to pay to any one such person. Unless <b>you</b> have advised <b>us</b> otherwise, <b>we</b> will pay each person named in the <b>schedule</b> their respective share of such claim.
Fraudulent claims	4. If any claim is in any way dishonest, exaggerated or fraudulent then <b>we</b> will: <ul style="list-style-type: none"> <li>a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;</li> <li>b. tell <b>you</b> that <b>we</b> are terminating <b>your policy</b> and back-date the termination to the date of the fraud, dishonesty or exaggeration;</li> <li>c. refuse to make any payment under this <b>policy</b> in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and</li> <li>d. not return any premium.</li> </ul> <p>If <b>we</b> have paid any claims after the date of any fraud, dishonesty or exaggeration, <b>you</b> must pay <b>us</b> back.</p>
Third parties	5. No third party will have any right, or be able to enforce any term of this <b>policy</b> , under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.
Cooling-off	6. a. If for any reason <b>you</b> feel that this <b>policy</b> is not right for <b>you</b> , <b>you</b> can cancel the <b>policy</b> within 15 days of insuring with <b>us</b> . If <b>you</b> have not made a claim, <b>we</b> will return <b>your</b> premium in full.
Cancellation by you	b. <b>You</b> can cancel the <b>policy</b> by notifying <b>us</b> at any time. If <b>you</b> cancel after the first 15 days and have not made a claim, <b>we</b> will return a pro-rata proportion of <b>your</b> premium.  <b>We</b> will never charge <b>you</b> a fee for cancelling the <b>policy</b> .
Cancellation by us	7. a. <b>We</b> may cancel this <b>policy</b> , but <b>we</b> will only do so for a valid reason and only after giving <b>you</b> at least 30 days' notice, which will be sent by recorded post to the correspondence address shown in <b>your schedule</b> .  This does not apply to the Motor physical damage or Motor third-party liability sections of the <b>policy</b> , where applicable.  b. If <b>we</b> cover <b>you</b> under the Motor physical damage or Motor third-party liability sections of the <b>policy</b> , <b>we</b> may cancel those sections by giving <b>you</b> 14 days' notice, which will be sent by recorded post to the correspondence address shown in <b>your schedule</b> .  If <b>we</b> cancel the <b>policy</b> or any section of the <b>policy</b> for any reason, <b>we</b> will return a pro-rata proportion of <b>your</b> premium, provided <b>you</b> have not made a claim.
Premium instalments	8. If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 15 days after the due date, <b>we</b> may cancel the <b>policy</b> . <b>We</b> will contact <b>you</b> before <b>we</b> cancel <b>your policy</b> in order to give <b>you</b> the opportunity to pay any premium due to <b>us</b> . If the <b>policy</b> is cancelled, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.
Renewal	9. <b>We</b> will write to <b>you</b> or <b>your</b> broker if <b>you</b> have one, at least 21 days in advance of <b>your</b> renewal date with <b>our</b> offer to renew, or to give <b>you</b> plenty of time to make other arrangements if <b>we</b> are unable to renew <b>your policy</b> . The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance

which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically, **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

Premium payment	10. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium due to <b>us</b> .  If <b>you</b> make a claim under the <b>policy</b> , <b>we</b> will keep the premium that is due to <b>us</b> . If <b>you</b> pay <b>your</b> premium by instalment <b>we</b> will ask <b>you</b> to either continue paying <b>your</b> premium by instalment or <b>we</b> may deduct any outstanding instalment from any claim payment <b>we</b> have agreed to make.
Cover under multiple sections	11. Where <b>you</b> , or anyone else entitled to cover under the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.

## What is not covered

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

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

Deliberate acts	1. arising out of a deliberate or dishonest act by <b>you</b> or anyone acting on <b>your</b> behalf.
Terrorism	2. directly or indirectly due to: a. biological or chemical contamination; or b. any failure in the supply of gas, water, electricity or phone service to <b>your</b> home; which is caused by an <b>act of terrorism</b> .
Nuclear and radiation	3. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.
War	4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
Confiscation by authority	5. directly or indirectly due to <b>your</b> property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
Other insurance	6. that would be covered under another insurance if this <b>policy</b> did not exist. However, <b>we</b> will pay the amount exceeding the cover available under that other insurance.
Computer error and virus	7. directly or indirectly due to the loss or distortion of information resulting from computer error or malfunction or computer virus.

## Claims promise

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

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

## Motor – physical damage

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

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

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### Special definitions for this section

<b>Classic vehicle</b>	Any vehicle shown on the <b>schedule</b> as a classic vehicle.
<b>Driver</b>	The corresponding driver or drivers identified by name on the <b>schedule</b> in respect of each <b>insured vehicle</b> .
<b>Insured vehicle</b>	Any: <ol style="list-style-type: none"> <li>1. <b>classic vehicle</b>; or</li> <li>2. <b>luxury vehicle</b>.</li> </ol>
<b>Luxury vehicle</b>	Any vehicle shown on the <b>schedule</b> as a luxury vehicle.
<b>Market value</b>	The cost to replace an <b>insured vehicle</b> with one of similar make, model, age, mileage and condition at the time of loss or damage. <b>We</b> decide this amount.
<b>Other driver</b>	Any other driver over the age of 30 who does not permanently reside with <b>you</b> or live in the grounds of <b>your</b> home. Students living away from home are not considered an 'other driver'.
<b>Other vehicle</b>	Any vehicle, provided that it is not: <ol style="list-style-type: none"> <li>1. a <b>classic vehicle</b>, <b>luxury vehicle</b> or courtesy vehicle;</li> <li>2. a vehicle owned by any <b>driver</b>;</li> <li>3. a vehicle which is available for regular use by any: <ol style="list-style-type: none"> <li>a. <b>driver</b>; or</li> <li>b. person who permanently resides with <b>you</b>;</li> </ol> </li> <li>4. a vehicle which belongs to or is hired to the employer of a <b>driver</b>; or</li> <li>5. a vehicle which is subject to any hire purchase or lease agreement.</li> </ol>
<b>Territorial limits</b>	The <b>European Union</b> , as well as Albania, Andorra, Bosnia Herzegovina, 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.
<b>You/your</b>	Also includes a spouse or partner who permanently resides with the policyholder named in the <b>schedule</b> .



## What is covered

Physical damage	<b>We</b> will cover physical loss of or physical damage to an <b>insured vehicle</b> occurring during the <b>period of insurance</b> anywhere within the <b>United Kingdom</b> .
Overseas use	<b>We</b> will also cover physical loss of or physical damage to an <b>insured vehicle</b> occurring during the <b>period of insurance</b> anywhere else within the <b>territorial limits</b> . This cover will only apply where the <b>insured vehicle</b> has spent more than 6 months in total in the <b>United Kingdom</b> in the 12 consecutive months immediately preceding damage.
Other drivers	<b>We</b> will cover any <b>other driver</b> on the same basis that a <b>driver</b> would be entitled to cover under this section. <b>Your schedule</b> will specify if this cover applies.
<b>Additional cover – all vehicles</b>	Unless shown otherwise in <b>your schedule</b> , <b>we</b> will also provide <b>you</b> with the following cover up to the corresponding <b>amount insured</b> .
Car Jacking and road rage	<p>If any <b>driver</b>, or any passenger in an <b>insured vehicle</b> with such <b>driver</b>, is subject to physical assault as a result of aggravated or attempted theft or any other incident involving an <b>insured vehicle</b> during the <b>period of insurance</b>, <b>we</b> will pay towards the cost of legal representation, medical expenses, counselling or any other associated expenses.</p> <p>This additional cover does not apply if the assault is by a relative or a person known to <b>you</b> or any <b>driver</b>.</p> <p>No <b>excess</b> is payable under this additional cover.</p>
Child car seats	<p>If there is a child car seat in an <b>insured vehicle</b> which is involved in a covered accident involving impact damage, <b>we</b> will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.</p> <p>No <b>excess</b> is payable under this additional cover.</p>
Courtesy vehicle	<ol style="list-style-type: none"> <li>1. If a <b>classic vehicle</b> or <b>luxury vehicle</b> cannot be used because of a covered loss, <b>we</b> will pay the reasonable cost <b>you</b> or a <b>driver</b> incur, which <b>we</b> have agreed to in advance, to hire a courtesy vehicle.</li> </ol> <p>If the courtesy vehicle provided by the repairer is not satisfactory to <b>you</b>, <b>we</b> will replace it with a courtesy vehicle which is similar to the damaged <b>classic vehicle</b> or <b>luxury vehicle</b>.</p> <p><b>We</b> will only pay such hire costs for the period of time that the <b>classic vehicle</b> or <b>luxury vehicle</b> is being repaired or until the theft or total loss claim is settled.</p> <p>If <b>you</b> decide not to hire a <b>courtesy vehicle</b>, <b>we</b> will waive the <b>excess</b> applicable to the damaged <b>classic vehicle</b> or <b>luxury vehicle</b> if that <b>excess</b> is less than £4,000.</p> <ol style="list-style-type: none"> <li>2. If <b>we</b> cover the cost of hiring a courtesy vehicle under this section, <b>we</b> will cover physical loss of or physical damage to the courtesy vehicle on the same basis as an <b>insured vehicle</b> whilst in the care of a <b>driver</b>. <b>We</b> will only provide such cover for the duration that <b>we</b> cover the hire of the vehicle.</li> </ol> <p>An <b>excess</b> of £1,000 is payable in the event of physical loss of or physical damage to a courtesy vehicle.</p>
Disablement	<p>If, as a result of an accident resulting in a covered claim under this <b>policy</b>, <b>you</b> or a <b>driver</b> are registered disabled, <b>we</b> will pay towards the cost of making applicable modifications to the <b>classic vehicle</b> or <b>luxury vehicle</b>.</p> <p>No <b>excess</b> is payable under this additional cover.</p>
Emergency transportation	<p>If the <b>insured vehicle</b> cannot be used because of a covered loss and it is located more than 50 miles from the <b>driver's</b> residence, <b>we</b> will pay towards:</p> <ol style="list-style-type: none"> <li>1. emergency transportation costs; and</li> <li>2. accommodation and meals,</li> </ol> <p>incurred by the <b>driver</b>.</p>

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

#### Driving other vehicles

**We** will cover physical loss of or physical damage to any **other vehicle** on the same basis as a **luxury vehicle** whilst in the care of a **driver**.

#### Inability to drive due to ill health or injury

If any **driver**:

1. has their driving licence revoked by the DVLA or other licencing agency as a result of being incapacitated due to ill-health; or
2. is unable to drive as a result of injury following an accident which results in loss or damage covered under this section;

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

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

#### Trauma

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

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

### What is not covered

**We** do not cover:

#### Deliberate acts

1. loss or damage arising out of a deliberate act by any **driver** or by anyone acting on any **driver's** behalf.

#### Driving by third parties

2. loss or damage to an **insured vehicle** while being driven by anyone other than any **driver** or any **other driver**. This does not apply to loss or damage caused by theft or attempted theft.

#### Racing

3. loss or damage arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not limited to the Nürburgring).

#### Alcohol and illegal substances

4. loss or damage caused by or resulting from any **driver** having a blood alcohol level exceeding the limit prescribed by the United Kingdom Road Traffic Act 1988 or any similar or successor legislation or under the influence of any illegal substance.

#### Loss of use

5. loss of use of an **insured vehicle**.

#### Use for hire or reward

6. loss or damage arising from the use of any **insured vehicle** to carry property or people for a fee.

#### Hire, lease or loan

7. loss or damage arising from the operation of any **insured vehicle** that has been hired, leased or loaned by any **driver** for a fee to any other person. This does not apply to any courtesy vehicle provided or arranged by **us** under Additional cover – all vehicles, Courtesy vehicle.

#### Airport vehicles

8. loss or damage to or arising from:
  - a. airport service vehicles; or
  - b. any vehicle being used on those parts of airport premises to which the public do not have free vehicular access.

#### Wear and tear

9. any maintenance cost caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.

Specific vehicles	10. any vehicle with: <ul style="list-style-type: none"> <li>a. fewer than four wheels, including any motorcycle, unless listed in the <b>schedule</b>; or</li> <li>b. ten or more seats including that of the driver, including any bus or coach.</li> </ul>
Waterborne vessels	11. waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land, unless amphibious and licensed to go on highways (but not including any waterborne exposure).
Dangerous cargo	12. loss or damage involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: <ul style="list-style-type: none"> <li>a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive;</li> <li>b. the bulk transportation of liquid petroleum or gasoline; or</li> <li>c. the transportation of gases in liquid, compressed or gaseous forms.</li> </ul>
Reduction in value	13. the reduction in value of any <b>insured vehicle</b> .
Use without permission	14. loss or damage caused by any person who uses an <b>insured vehicle</b> without the owner's permission.

## How much we will pay

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

**We** will not pay the cost of preparing a claim.

## Excess

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

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

## Settlement terms – partial loss

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

## Settlement terms – total loss

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

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

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

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

Market value	1. if the basis of settlement shown on the <b>schedule</b> is 'market value', <b>we</b> will pay <b>you</b> the <b>insured vehicle's market value</b> at the date of the loss. However, <b>we</b> will not pay more than the <b>amount insured</b> ;
Agreed value	2. if the basis of settlement shown on the <b>schedule</b> is 'agreed value', <b>we</b> will pay <b>you</b> the <b>amount insured</b> ;
Luxury vehicles less than 24 months old	3. if a <b>luxury vehicle</b> is insured on an agreed value basis and it is less than 24 months old from the date of first registration at the time it is destroyed or stolen, <b>you</b> may decide whether <b>we</b> : <ul style="list-style-type: none"> <li>a. pay <b>you</b> the <b>amount insured</b> for the <b>luxury vehicle</b>; or</li> <li>b. replace the <b>luxury vehicle</b>, subject to its availability, with a new one of the same make and model. The cost of replacing the <b>luxury vehicle</b> must not exceed the corresponding <b>amount insured</b>; or</li> </ul>

Extended value	<p>4. if the basis of settlement shown on <b>schedule</b> is 'extended value' and the cost to repair the <b>insured vehicle</b> is more than its <b>amount insured</b>, <b>we</b> will increase the <b>amount insured</b> by 25% or £100,000, whichever is less, to cover such repair costs.</p> <p><b>We</b> will only provide this cover if <b>you</b> are able to provide <b>us</b> with a suitable invoice for the repair cost for the <b>insured vehicle</b>.</p> <p><b>We</b> will not increase the <b>amount insured</b> for any <b>insured vehicle</b> if it is stolen and not recovered.</p>
Salvage	<p>When <b>we</b> pay for a total loss the salvage becomes <b>our</b> property. <b>We</b> may, at <b>our</b> discretion, write to <b>you</b> at <b>your</b> correspondence address giving <b>you</b> the opportunity to buy the <b>insured vehicle</b> back from <b>us</b> within 90 days of <b>our</b> payment of <b>your</b> claim.</p> <p><b>We</b> will charge <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. the amount <b>we</b> paid for <b>your</b> claim plus interest; or</li> <li>2. an amount <b>we</b> consider is a fair value of the salvage at the time the <b>vehicle</b> is declared by <b>us</b> to be a total loss,</li> </ol> <p>whichever is less.</p>
Other vehicles	<p><b>We</b> will only pay for claims covered under this section arising from the use of any <b>other vehicle</b> if the claim is not covered by any other insurance policy.</p>

## Your obligations

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

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

**We** will:

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

Recovering a claim payment	<p><b>We</b> may pursue, in <b>your</b> name or that of a <b>driver</b> but at <b>our</b> expense, recovery of any amounts <b>we</b> may become liable to pay under this section of the <b>policy</b>. <b>You</b> or the <b>driver</b> must give <b>us</b> all the assistance <b>we</b> may reasonably require to do this.</p>
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Receiving your claim payment	<p><b>You</b> may elect to receive <b>your</b> claim payment by cheque or via electronic fund transfer.</p>
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## Special conditions

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

### Information

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

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

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

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

### Reasonable care

**You** must take reasonable steps to:

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

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

## Third-party motor liability

WD-APC-UK-MOTLB(1)  
18778 05/18

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

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

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### Special definitions for this section

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

## What is covered

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

## What is not covered

**We** do not cover:

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



	b. ten or more seats including that of the driver, including any bus or coach.
Waterborne vessels	10. waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land, unless amphibious and licensed to go on highways (but not including any waterborne exposure).
Dangerous cargo	11. liability involving the ownership, operation, maintenance or use of any vehicle the principal use of which is: <ol style="list-style-type: none"> <li>the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive;</li> <li>the bulk transportation of liquid petroleum or gasoline; or</li> <li>the transportation of gases in liquid, compressed or gaseous forms.</li> </ol>
Terrorism	12. liability resulting from or in connection with any <b>act of terrorism</b> , except in so far as necessary to comply with the United Kingdom Road Traffic Act 1988, including any similar or successor legislation.

## How much we will pay

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

## Your obligations

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

## Special conditions

	The following conditions apply to the whole of this section and are in addition to the General terms and conditions.
Information	<b>You</b> must tell <b>us</b> , as soon as possible, if there are any changes to the information <b>you</b> have given <b>us</b> . <b>You</b> must also tell <b>us</b> about the following changes: <ol style="list-style-type: none"> <li>a change in circumstances affecting the driving licence of any <b>driver</b>;</li> </ol>

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

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

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

#### Reasonable care

**You** must take reasonable steps to:

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

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

## Motor – legal expenses cover

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18785 05/18

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

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

### Special definitions for this section

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

#### Claims adjuster

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

#### Fixed recoverable costs

The fixed recoverable costs scheme which applies to road traffic accident claims which are settled by negotiation before court proceedings are issued, for claims up to the value stipulated by the scheme rules. The Civil Procedure Rules set out how legal fees are calculated for these cases. Where the **solicitor's** costs are payable by **us**, these will be on the **standard basis**.

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

#### Legal costs and expenses

Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for a **driver** with **our** 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 a **driver** may be liable by order of a court or by agreement with **our** consent.

#### Reasonable prospects of success

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

#### Solicitor

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

#### Standard basis

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

#### Uninsured loss

A loss occurring where a **vehicle** is involved in a non-fault road traffic accident covered under this section.

## What is covered

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

## What is not covered

We do not cover:

1. 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.
2. where the estimated value of damages for any personal injury suffered by a **driver** does not exceed the **small claims limit**.
3. **legal costs and expenses** incurred prior to **our** acceptance of a claim.
4. claims arising from any deliberate or criminal act or omission by a **driver**.
5. **legal costs and expenses**, fines or other penalties which a **driver** is ordered to pay by any criminal court.
6. any incident where a **driver** was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.
7. loss or damage arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not limited to the Nürburgring).
8. claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of this **policy**.
9. claims arising from an **insured incident** that occurs outside the **territorial limits**, except for enforcement of a judgment obtained from a court within the **territorial limits** with **our** prior approval against a defendant who resides outside of the jurisdiction of the court making the order.
10. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
11. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
12. 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.
13. Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **policy**, **electronic data** shall mean 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.

For the purposes of this **policy**, **computer virus** shall mean 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.

We will not pay for avoidable correspondence, absence from work compensation, travel expenses or sustenance allowances under this section.

**Legal costs and expenses** payable are in no way affected by any agreement, undertaking or promise made or given by a **driver** to the **solicitor**.

The insurance under this section does not cover an appeal unless **we** are notified in writing by a **driver** not later than six working days before the time for making an appeal expires and **we** consider that there are reasonable prospects of such an appeal succeeding.

## How much we will pay

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

## Claims notification

If a **driver** presents a claim under this section of the insurance they must submit to **us** 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 they are aware. The **driver** must tell **us** about the claim within 180 days of the incident. If the **driver** fails to do this, **we** will reduce any payment they make under this section by an amount equal to the detriment that **we** have suffered as a result.

## Prospects of success

If at any stage **we** decide that a **driver** does not have **reasonable prospects of success**, an alternative course of action is appropriate or under the terms of the **policy** the claim is not admissible, then **we** will inform the **driver** in writing of the decision and the reason behind the decision. Having informed the **driver** of this and subject to the **policy** conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

## Representation

1. **We** can take over, and carry out in the name of the **driver**, action to take or defend any claims.
2. **We** will have complete control over how legal proceedings are carried out.  
  
Before the issuing of legal proceedings, **we** will nominate and appoint a **solicitor** from their panel to act on behalf of the **driver** and to conduct in the name of the **driver** 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 arises, the **driver** does not have to accept the **solicitor** nominated by us. The **driver** must provide in writing to **us** the full name and address of the **solicitor** who **they** wish to act on their behalf. If **we** and the **driver** are unable to agree a suitable **solicitor**, the driver's choice of **solicitor** may be referred to arbitration in accordance with the terms and conditions of the **policy**.  
  
In the event that **we** insure two or more people for one claim, a **driver** may choose the **solicitor** and must send the **solicitor's** name and address to **us** before agreeing to pay any **legal costs and expenses**.
3. In choosing their **solicitor**, a **driver** must avoid unnecessary expenses and must keep the cost of any legal proceedings proportionate to the claim and avoid incurring unnecessary costs.
4. Before **we** accept the **driver's** choice of **solicitor**, or if the **driver** fails to choose a **solicitor** we will be entitled to instruct a **solicitor** on the **driver's** behalf, including while arbitration proceedings between **us** and the **driver** take place.
5. Where the **uninsured loss** does not exceed the current level of the **small claims track** and is not in respect of a claim for damages or personal injury, **we** may investigate the circumstances of the claim and attempt to obtain settlement with the **driver's** prior consent, which must not be unreasonably withheld.  
  
**We** may not pay for representation on the **driver's** behalf 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 track**.  
  
However **we** reserve the right to provide representation in the **small claims track** if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.

## Claims procedure

1. **We** must be provided with direct access to the **solicitor** at all times. The **driver** must co-operate fully with **us** in all respects and must keep **us** fully and regularly informed of all material developments in the legal representation of proceedings. At **our** request, the **driver** shall instruct the **solicitor** to provide **us** with any documents, information or advice in their possession and further will give them such other instructions in relation to the conduct of the claim as **we** may require.
2. **We** will not make any payment unless **our** consent is 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 expert's fees or 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 **driver** to the **solicitor** or by either of them to any witness expert or agent.
4. **We** will not make any payment unless the **driver** co-operates fully with **us** and the appointed **claims adjuster** or **solicitor**.
5. The **driver** or the **solicitor** shall inform **us** immediately in writing of any offer received and no agreement is to be made to settle on the basis of both sides paying their own costs is to be made without **our** prior approval. If the **driver** or the **solicitor** fails to do so, the **driver** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **the driver's** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this section.
6. If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by the **driver** but the amount of the offer equals or exceeds the total damage eventually recovered, **we** will not pay any further **legal costs and expenses** or opponent's legal costs unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules **we** agree to the continuance of the proceedings.  
  
**We** may require **the driver** to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim, defence, or any offer made by an opponent or proposed by the **driver** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
7. At **our** request the **driver** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority. If the **driver** fails to do so, the **driver** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of the **driver's** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this section.
8. If for any reason the **solicitor** refuses to continue to act for the **driver** or if the **driver** withdraws instructions from the **solicitor**, **our** liability will immediately cease unless the **driver** agrees to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in this section, but **we** 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, in **our** opinion, the **driver** unreasonably withdraws from a claim without **our** prior agreement, the **legal costs and expenses** will become the responsibility of the **driver**. **We** will be entitled to be reimbursed by the **driver** for any costs paid or incurred during the course of the claim, including any **legal costs and expenses** that **we** consider they are obliged to pay as a result of the **driver** withdrawing from the claim.
10. **We** 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**, or United States of America.

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## Recovery

At **our** request and expense, the **driver** must take every reasonably available step to recover from any opponents all **legal costs and expenses** payable under this section. All recovered **legal costs and expenses** must be promptly paid to **us** the **insurer**.

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## Arbitration

If there is a disagreement over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at the **driver's** written request, the outcome of any such disagreement will be decided by Counsel or a solicitor chosen jointly by **us** and the **driver**. In the absence of agreement either Counsel or a solicitor will be appointed by the President of the relevant Law Society of England or Wales, the Law Society of Scotland, The General Council of the Bar or the Faculty of Advocates as appropriate. Both parties shall present all relevant information 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 disagreement will be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

## Motor prosecution defence and loss of driving licence cover

WD-APC-UK-MOTPROS(1)  
18784 05/18

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

### Special definitions for this section

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

#### 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

1. For insured incident 1, Motoring prosecution defence:

The **European Union**, as well as Albania, Andorra, Bosnia Herzegovina, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

2. For insured incident 2, Loss of driving licence:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### What is covered

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

- a. the insured incident happens during the **period of insurance** and within the **territorial limits**, and
- b. 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 the **amount insured** shown in **your schedule** 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 vehicle, but **you** must send a copy of **your** summons to **us** within seven days of receiving it.

#### 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 the corresponding **amount insured** show in **your schedule**, while **you** are disqualified, for up to 52 weeks to cover **travel expenses you** have paid.



## What is not covered

1. **We** do not cover any claim that arises from:
  - a. unlawful use of drink or drugs;
  - b. conviction for dangerous, reckless or careless driving.
2. **We** do not cover:
  - a. parking or obstruction offences.
  - b. an offence that results in disqualification from driving for more than 365 days;
  - c. any claim reported to **us** more than 90 days after **you** should have known about the insured incident.
  - d. any costs that are incurred before **we** accept **your** claim.
  - e. any claim where **you** are accused of dishonesty.
  - f. fines, penalties or other damages that **you** are ordered to pay by a court.
  - g. 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**.
  - h. 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.

## Conditions applying to motoring prosecution defence

- a. **We** can negotiate any claim on **your** behalf.
- b. 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 **you** in those proceedings; or there is a conflict of interest. In all circumstances except those above, **we** are free to choose an **appointed lawyer**.
- c. 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.
- 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:
  - ii. give the **appointed lawyer** any instructions that **we** ask for;
  - iii. tell the **appointed lawyer** to have **legal costs** taxed or audited if **we** ask **you**; and
  - iv. 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.

## Conditions applying to loss of driving licence

**We** will not make any payment under this section of this **policy** unless **your** claim is fully supported by original official receipts.

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**Special conditions  
applying to  
this section**

1. **We** will not make any payment under this **policy** unless **you**:
  - a. send everything **we** ask for in writing; and
  - b. give **us** full details of **your** claim as soon as possible and give **us** any information **we** need.
- . **You** must:
  - a. take reasonable steps to avoid incurring any unnecessary costs **we** have to pay, and
  - b. try to prevent anything happening that may cause a claim.

**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.

## European breakdown cover

WD-APC-UK-MOTBRE(1)  
18783 05/18

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

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

### Special definitions for this section

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

#### Breakdown

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

### What is covered

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

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

### Services provided

#### 1. Emergency roadside repairs and home breakdown

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

#### 2. Insured vehicle recovery

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

#### 3. Getting you to your destination

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

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

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

#### 4. Emergency message service

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

### When we cannot help

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

## Special exclusions

1. **We** do not cover the **breakdown** of the **insured vehicle**:
  - a. 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; or
  - d. which occurs while the **insured vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire and reward.
2. **We** do not cover the cost of:
  - a. storage charges. **You** will be responsible for any **insured vehicle** storage charges incurred when **you** are using **our** services;
  - b. spare or replacement parts, fluids or fuel or any other materials used in repairing the **insured vehicle**;
  - c. any other repairs except those at the scene of the **breakdown**;
  - d. replacing a wheel if the **insured 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. **We** do not cover:
  - a. any charges arising from a **driver's** failure to comply with **us** instructions or **our** approved agents' instructions in respect of the assistance being provided.
  - b. any costs incurred before **you** have notified **us** of the **breakdown**.
  - c. any **insured vehicle** which cannot be recovered by a standard trailer or transporter.
  - d. the recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

## Special conditions applying to this section

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

The **driver** must be present with the **insured vehicle** when the approved agent arrives.

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

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

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



## Notes

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## Notes

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