



Hastings Direct car insurance additional products

The products in this booklet only apply to your insurance if shown in your car insurance payment summary and cover summary

Important numbers

If you need to make a claim:

Motor Legal Expenses

Road traffic accident related claims..... **0333 321 9800**

Motor prosecution defence claims **0344 770 1051**

Breakdown

Within the UK..... **0333 321 9818**

Europe..... **00 33 472 43 52 55**

For deaf, hard of hearing or speech-impaired customers
please text the word 'breakdown' to:..... **07855 828 282**

Personal Accident Cover **01608 641 351**

Key Protection **0333 321 9698**

Hire Vehicle **0333 321 9802**

Got questions?

You can find answers to frequently asked questions on **our** website:
www.hastingsdirect.com/help

You can check or change **your** details and renew **your** policy online
through MyAccount: www.hastingsdirect.com/myaccount

This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

Introduction

This booklet contains the policy wording for all of the additional products Hastings Insurance Services Limited offers, acting as a broker and agent for various insurers.

Please check **your** vehicle insurance policy payment summary and **your** vehicle insurance policy cover summary to confirm which additional products **you** have chosen to add to **your** vehicle insurance policy.

Please read the sections about the products **you** have bought carefully so **you** understand exactly what **you** are covered for.

Additional products

Motor Legal Expenses Insurance	3
(included in Hastings Premier Car insurance policies, please refer to your Hastings Premier Car Insurance Policy Booklet)	
RAC Motor Breakdown Insurance	17
(Roadside assistance cover included in Hastings Premier Car insurance policies, please refer to your Hastings Premier Car Insurance Policy Booklet)	
Personal Accident Insurance	51
Key Protection Insurance	65
Hire Vehicle Insurance	76

For each additional product bought with **your** vehicle insurance policy, **you** will enter into two separate contracts. The first contract is with **Hastings Insurance Services Limited**, for arranging and administering each additional insurance policy on **your** behalf. These terms can be found in the vehicle insurance policy document.

The second contract is with the **insurer(s)** for providing **you** additional insurance.

For each additional product bought a premium inclusive of premium tax will be charge to **you** for both of these services.

If **you** would like to add any of the additional products detailed in this Booklet to **your** vehicle insurance policy, please call our customer services team on **0333 321 9801**.

Cancellation

Hastings Insurance Services Limited is authorised by the **insurer(s)** of these additional products to exercise the rights of cancellation set out in each policy recorded in this booklet, and to communicate to **you, your insurer(s)** exercise of those rights.

If **your** vehicle insurance policy is cancelled by **you** or Hastings Insurance Services Limited or the insurer, at any time, all of the additional products **you** bought will also be cancelled on the same date as **your** vehicle insurance policy is cancelled. Please see each policy wording for details of refunds on these additional products.

Please keep in a safe place

This additional product booklet will apply for the length of **your policy** with **us** and won't be re-issued at renewal.

Motor Legal Expenses Insurance

This cover is included in Hastings Premier Car Insurance policies; please refer to **your** Hastings Premier Car Insurance Policy.

This policy covers you for:

- Legal costs up to £100,000 for certain types of disputes resulting from a **road traffic accident**
- Legal expenses to defend **you** in a prosecution for motoring offences
- 24/7 legal advice.

Please read these terms, conditions and exclusions carefully so that **you** understand what **you're** covered for.

Period of cover:

As long as **your** premium is paid, **your** legal expenses cover is valid for the same duration as **your** motor insurance policy. Check **your cover summary** for the effective dates.

Who is covered:

This cover applies to the **vehicle** policyholder. It also extends to any authorised driver and passengers for recovery of losses and personal injury not covered by **your** motor insurance policy.

What is covered:

This policy covers legal costs up to a maximum of £100,000 to recover losses not covered by **your** motor insurance and to pursue compensation for personal injury if **you're** involved in a **road traffic accident** that's not **your** fault. Damages will be claimed against those whose negligence caused the **road traffic accident**. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

Prospects of success:

We provide cover when **we** believe there is a 51% chance or better of winning the case and achieving a **positive outcome**. If independent legal advice supports **our** view that the prospects of success are less than this **we** may decline support or any further support.

Insurer:

This insurance cover is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc and arranged and administered by Carpenters Limited.

How to claim

Call **us** on the numbers below as soon as **you** know of any potential claim and before **you** take any action **yourself**.

Road Traffic Accident

related claims:

0333 321 9800

Lines are open: 8am – 8pm Monday to Friday,
10am – 8pm Saturday and 10am – 5pm on Sunday.

Defence of prosecution claims and

legal helpline:

0344 770 1051

Lines are open 24 hours a day; 365 days a year.

If **your** situation isn't covered under this insurance, the legal **advisers** may be able to help **you** under a private funding arrangement where **you** pay their fees.

Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases appear in bold in this document, they will always have the following meanings

Administrator	Carpenters Limited who arrange and administer this insurance.
Adviser	Our specialist panel of solicitors or their agents appointed by us to act for you . Or, where agreed by us , another legal representative nominated by you .
Advisers' Costs	Reasonable legal costs incurred by the adviser . Third party costs shall be covered if awarded against you .
Conditional Fee Agreement	An agreement between you and the adviser , or between us and the adviser , under which the adviser will charge you , or us , for their fees.
Conflict of Interest	There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.
Cover Summary	The document which describes the level of cover you've bought plus any other details of your policy that are specific to you .
Indemnity	Compensation for loss, damage or injuries.
Instructed Advisers' Costs	The amount of advisers' costs that would normally be incurred by your insurer when using a nominated adviser of our choice.

Insured Incident	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.
Insured Period	The duration of your motor insurance policy, shown on your schedule.
Legal Action	The pursuit of civil proceedings and appeals against a judgement following a road traffic accident and the defence of criminal motoring prosecutions in relation to the vehicle .
Pleas in Mitigation	A plea in mitigation is an opportunity to provide information that may help you when the court is deciding on the sentence for a motoring offence.
Positive Outcome	A positive outcome following legal action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.
Road Traffic Accident	A road traffic accident in the countries listed in territorial limits involving the vehicle during the insured period which isn't your fault and for which another known insured party is at fault.
Territorial Limits	Any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.
Underwriter	Allianz Legal Protection, a trading name of Allianz Insurance plc.

Vehicle

The **vehicle** covered by **your** certificate of insurance, including a caravan or trailer being towed by it.

We/Us/Our

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You/Your

The **vehicle** policyholder plus, in cases of personal injury, the authorised driver and passengers for recovery of losses not covered by **your** motor insurance.

Terms of cover

If a claim is accepted under this insurance, **we'll** appoint **our** panel solicitors, or their agents, to handle **your** case.

You're not covered for any other legal representatives' fees unless it's necessary to start court proceedings or a **conflict of interest** arises. If either of these circumstances arise and **you** want to use a legal representative of **your** own choice, **you'll** be responsible for costs above the **instructed advisers' costs**.

This insurance covers **advisers' costs** up to the maximum of £100,000 where:

- The **insured incident** takes place during the **insured period** and within the **territorial limits**
- The **legal action** takes place within the UK or EU.

This insurance doesn't provide cover where something **you** do, or fail to do, prejudices **your** position or the position of the **underwriters** in connection with the **legal action**.

Your motor legal expenses insurance explained

Recovery of losses and personal injury not covered by your motor insurance

What's covered

Up to £100,000 of legal costs to pursue damages arising from a **road traffic accident** which causes:

- Death or injury to an insured person travelling in, or getting into or out of, **your vehicle**
- Damage to the **vehicle** or personal property not covered by **your** motor insurance
- Out of pocket expenses such as loss of **your** insurance policy excess, courtesy car hire and other costs including applications for payment under agreements funded by the Motor Insurers' Bureau (MIB).

If the **legal action** is to be decided by a court in England or Wales and the damages **you're** claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages. This means that, win or lose, **you** won't have to pay any fees.

Personal injury claims

If the damages **you're** claiming are below the small claims limit, **advisers' costs** will be covered as long as they're not more than the amount in dispute.

What's not covered

- Stress, psychological or emotional injury unless it arises from **you** suffering physical injury
- Claims relating to an agreement **you've** entered into with another person or organisation offering legal advice.

Motor prosecution defence

What's covered

- Legal costs to defend a case dealing with a motoring offence committed while using the insured **vehicle**
- **Pleas in mitigation**, in certain circumstances: these may be put to a court to request leniency. These are covered where there is a 51% chance or better prospect of success.

What's not covered

- Parking offences
- Alleged road traffic offences where **you** didn't hold, or were disqualified from holding, a driving licence
- Road traffic offences for which **you** are being prosecuted for driving while under the influence of alcohol, drugs or other substances, whether prescribed or not
- **Advisers' costs**: if **you're** entitled to a grant of legal aid from the Legal Aid Agency or where funding is available from another public body, a trade union, employer or any other insurance policy
- Motoring prosecutions where **your** motor insurers have agreed to provide **your** legal defence.

General exclusions

You're not covered

- If the **insured incident** happened before **you** bought this insurance
- If **you** fail to give proper instructions to **us** or the **adviser**, or fail to respond to a request for information or attendance by the **adviser**
- If **advisers' costs** haven't been agreed in advance or exceed those for which **we've** given **our** prior written approval
- For **advisers' costs** incurred by avoidable correspondence or which are recoverable from a court, tribunal or other party
- For claims made by or against the **underwriter, us** or the **adviser**
- For any claim arising from racing, rallies, track days including on de-restricted toll roads such as the Nürburgring, competitions, off-road events, trials, or when **your vehicle** is driven on an airfield
- For an application for Judicial Review, which reviews the legality of a legal decision or action
- If **you** start an appeal without **our** prior written consent
- For any **legal action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you've** deliberately misled the **adviser**
- If **you** were disqualified from driving, did not hold a valid driving licence or the **vehicle** didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the **insured incident**
- For disputes between the **adviser** and any other party which only relate to the level of **advisers' costs**
- For **your** own solicitor's costs where **your** claim is being pursued under a **conditional fee agreement**
- Where **your** estimated **advisers' costs** are greater than the amount in dispute, (except in relation to claims for losses not covered by **your** motor policy)
- If **your** motor insurer rejects or cancels **your** motor insurance policy or refuse **indemnity**.

General conditions

1. Claims

- **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. To report a claim **you** must follow the instructions under ‘How to claim’
- **We’ll** appoint the **adviser** to act on **your** behalf
- **We** may investigate the claim and take over and conduct the **legal action** in **your** name subject to **your** consent (which mustn’t be unreasonably withheld) and **we** may reach a settlement of the **legal action**
- **You** must supply, at **your** own expense, all the information which **we** reasonably ask for to decide whether a claim may be accepted. If court proceedings are issued, or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you’ve** elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers’ costs** in excess of **our instructed advisers’ costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.

The adviser must:

- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained without charge
- Keep **us** fully informed of all developments and provide any information as **we** may require
- Keep **us** regularly informed/updated of costs incurred
- Tell **us** of any offers to settle and payments into court. If, against **our** advice, such offers or payments aren’t accepted there will be no further cover for **advisers’ costs** unless **we** agree, in **our** absolute discretion, to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if **we** ask for them

continued overleaf

- Attempt to recover costs from third parties
- Agree not to submit a bill for **adviser's costs** to the **underwriter** until the conclusion of the **legal action**
- If there is a dispute about costs, **we** may require **you** to change **adviser**
- **Your underwriter** will only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success
- **You** must supply all information requested by the **adviser** and **us**
- If **you** withdraw from the **legal action** without **our** prior consent **you** will be responsible for any **advisers' costs**. Any costs already paid by **us** must be repaid by **you**
- **You** must instruct the **adviser** to provide **us** with all the information that **we** ask for and report to **us** as **we** ask, at their own cost.

2. Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success or nomination of solicitor may, where both parties agree, be referred to an arbitrator who will be either a solicitor or barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Prospects of success

We cover costs when **we** believe there is a 51% chance or better of winning the case and achieving a **positive outcome**. If independent legal advice supports **our** view that the prospects of success are less than this **we** may decline support or any further support.

Examples of a **positive outcome** are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves **your** interests.

4. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

5. English law

This contract is governed by English law unless otherwise agreed.

6. Language

All communications will be in English.

Cancellations

This section contains important notes about **your** rights, and **our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request the cancellation and a pro-rata refund of the premium will be given, as long as no claim has been made. If a claim has been made no refund will be given.

After this cooling off period **you** can still cancel this policy at any time by giving notice to Hastings Direct. **You** will be given a pro rata refund based on the time **you** were on cover.

When **you** cancel **your** Hastings Direct Car policy, this policy will also be cancelled.

Our rights to cancel your policy

We can give **you** seven days' notice of cancellation if **we** have a valid reason. **We**, or Hastings Direct, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on **our** system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay Hastings Direct
- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with **our** representatives or **advisers**
- **You** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers in connection with this policy
- **You** refuse to allow reasonable access to **your vehicle** and any information which **we** require in order to provide the services **you** have requested under this policy
- **We** are prevented from providing cover under this policy by law or other reason
- **You** repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by us:

- A pro-rata refund of the premium will be given, as long as no claim has been made
- If **you** have made a claim during the period of insurance, no refund of the premium will be given.

If **you** are paying by instalments and a claim has been made, **you** will have to pay the balance of the annual premium.

We can cancel without giving you any notice

If **you** make, or try to make, a fraudulent claim under this policy, or if **we** reasonably suspect fraud, **we** or Hastings Direct, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium.

If **your** car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You'll** find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you'd** prefer a paper copy, please contact the customer relations team by phone: **0333 321 9677** or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW.

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

Caring for our customers

We want to give **you** a high level of customer service, if **you're** not happy about something please tell **us**. For complaints about the administration of **your** policy please contact the **administrator**:

lei@carpenters-law.co.uk

Tel: **0800 094 0010**

Carpenters Limited, Leonard House, Scotts Quays,
Birkenhead CH41 1FB.

For any other complaints about **your** policy, please contact **us**:
alpcomplaints@allianz.co.uk

Tel: **0345 0700 886**

Customer Satisfaction Manager, Allianz Legal Protection,
Allianz - ALP, PO Box 10623, Wigston LE18 9HJ.

If **you're** not satisfied with **our** final response, **you** may refer the matter to the Financial Ombudsman.

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

Tel: **0800 023 4567**

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** unable to meet **our** obligations.

Your entitlement to compensation will depend on the circumstances of the claim.

Further information is available at: www.fscs.org.uk or call: **0800 678 1100**.

Authorisation and regulation

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No. 84638), Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on **0800 111 6768**.

Allianz Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW and postal address: Allianz - ALP, PO Box 10623, Wigston LE18 9HJ.

Terms and conditions

Details of your cover

The cover detailed here is only included if it's listed in **your** insurance **cover summary** and shown as paid in **your** payment summary.

Services	Roadside assistance beyond a quarter of a mile from home	Roadside (included in Hastings Premier car insurance)	Roadside and recovery	Roadside, recovery and at home	Roadside, recovery, at home and European motoring assistance
Roadside assistance beyond a quarter of a mile from home	A	✓	✓	✓	✓
Local recovery within 15 miles	A	✓	✓	✓	✓
Misfuelling* in the UK	E	✓	✓	✓	✓
UK recovery	B	✗	✓	✓	✓
24 hour hire car	D	✗	✓	✓	✓
Overnight accommodation	D	✗	✓	✓	✓

*Misfuelling in **Europe** isn't covered

Services		Roadside (included in Hastings Premier car insurance)	Roadside and recovery	Roadside, recovery and at home	Roadside, recovery, at home and European motoring assistance
Assistance at home	C	✗	✗	✓	✓
European cover	F	✗	✗	✗	✓
Getting your vehicle back to the UK	F4	✗	✗	✗	✓

Breakdown causes

You're covered for **breakdowns** caused by:

Type of fault	Covered
Flat battery	✓
Flat tyre	✓
Mechanical breakdown	✓
Electrical breakdown	✓
Road traffic collision	✓
Vandalism	✓
Having no fuel or putting the wrong type of fuel into the vehicle	✓
Fire	✓
Theft or attempted theft	✓
Keys locked in your vehicle	✓

Contact information

Breakdown – get help from the **RAC: 0333 321 9818**

Breakdown in Europe

Calling from **Europe: 00 33 472 43 52 55***

Calling from a French landline: **0800 290 112** (freephone)

Calling from the Republic of Ireland: **1800 535 005** (freephone)

Bringing **your vehicle** back to the **UK** after a
breakdown: 0330 159 0342

To request a claim form

From the **UK: 0330 159 0334**

From **Europe: 00 44 161 332 1040***

In writing: Email: europeanclaims@rac.co.uk

www.rac.co.uk/europeanclaimform

Hastings Direct Customer services: 0333 321 9801

In writing: Customer Services Department, **Hastings Direct**,
Conquest House, Collington Avenue, Bexhill-on-Sea,
East Sussex TN39 3LW.

Email: customerservices@hastingsdirect.com

Hearing and speech assistance

Telephone prefix 18001 to access Typetalk or text the **RAC**
on **07855 828282**

***Please replace the 00 at the beginning with 810 when in Belarus or Russia.**

Telephone charges

The **RAC** don't cover the cost of making or receiving calls and **they** may be monitored and/or recorded.

In the **UK**: Call charges may apply. Please check with **your** provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In **Europe**: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

If your vehicle breaks down, please provide the RAC with:

1. **Your** name or policy number;
2. Identification such as a bank card or driving licence;
3. **Your vehicle's** make, model and registration number;
4. The exact location of **your vehicle** – the road **you're** on or the nearest road junction;
5. The number of the phone **you're** using;
6. The cause of the **breakdown**, if **you** know it;
7. **Your** credit/debit card if **you** need additional services.

If **you** fail to make contact with the **RAC** within 24 hours of becoming aware of the **breakdown**, **RAC Breakdown Cover** may be refused in relation to that particular **breakdown**.

Remember

Please let the **RAC** know if **you've** called them but manage to get going before **they** arrive.

The **RAC** will only provide cover if **they** arranged help, so please don't go directly to a garage or use another recovery service, or otherwise approve any action without speaking to the **RAC** and getting **their** approval first.

Breakdowns or Road Traffic Collisions on a motorway in France or mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as the **RAC** can't send assistance. If **your vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The **RAC** will **reimburse** these charges as long as **your vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If **they** won't send a **breakdown recovery vehicle**, **you** should contact the **RAC**.

Important information about your RAC Breakdown Cover

Your RAC Breakdown Cover consists of:

1. A **breakdown** policy – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
 - a) **RAC** Motoring Services provides insurance for Sections A, B and C; and
 - b) **RAC** Insurance Limited provides insurance for Sections D, E and F.
2. **Your cover summary** – detailing the type of cover **you** have and the level of cover chosen. A separate payment summary will detail the premium and any other charges payable. These will be made clear before **you** buy **your RAC Breakdown Cover**, and provided to **you** by **Hastings Direct** after **you've** purchased.

You will need to pay a premium for the contracts of insurance which will be made clear to **you** before **you** buy **your RAC Breakdown Cover**.

Important information about your policy

1. This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who want to make sure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks if **your vehicle breaks down** are met;
2. Some sections of cover are optional. The ones **you** have chosen are listed on **your cover summary**. Please make sure this is correct;
3. There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions;
4. All requests for service must be made directly to the **RAC**.

Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your cover summary** and is registered at **your home** address also shown in **your cover summary**. The **vehicle** is covered whoever is driving.

Policy period

The **RAC Breakdown Cover** will start on the **start date** and end after the **end date** as shown on **your cover summary**.

Limits of cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a) no **claim** is permitted under Sections A or C if the **breakdown** happened before **you** bought this **RAC Breakdown Cover**;
 - b) in order to make a **claim** under Section B (Recovery) the **RAC** must have first attended under Section A (Roadside); and
 - c) in order to make a **claim** under Section D (Onward travel), the **RAC** must have first attended under Section A (Roadside) or C (At **home**).
2. The amount that's covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact **breakdown** customer care on **0330 159 0342**. Please send **your** completed **claim** form with proof of payment (such as a receipt) to **RAC breakdown** customer care team. The **RAC** may ask **you** to supply original documents.

Hire car terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What's covered

Up to 24 consecutive hours or until **your vehicle** has been fixed if sooner:

1. The **RAC** will try to find a hire car close in size to **your vehicle**, but can't guarantee this and may offer more than one hire car;
2. If **you** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** don't meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car **yourself**, let the **RAC** know before **you** hire a car, and then provided **they** have agreed the cost, **they** will **reimburse you** up to £35 per day;
3. Where the **RAC** arrange a hire car **they** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay any excesses that may apply).

What's not covered

1. The **RAC** won't provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
 - a) delivery and collection of the hire car and any fuel used;
 - b) fuel while using the hire car; or
 - c) any excesses and additional costs.

Included benefits

As well as the cover the **RAC** provide under Sections A to F, **they** offer the following benefits provided by **RAC** Motoring Services at no additional charge to **you** and include:

1. Urgent message relay; and
2. Replacement **driver**.

Additional services

RAC Motoring Services can also offer other services following a **breakdown** for an additional charge, which will be agreed with **you** before service is provided.

Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases appear in bold in this document, they will always have the following meanings:

Beyond Economical Repair	Where the total cost required to repair your vehicle , including any taxes, is greater than the market value of your vehicle . If your vehicle has broken down in Europe , the total cost required to repair your vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the breakdown has happened.
Breakdown/ Breaks Down/ Broken Down	An event during the policy period , that stops your vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, misfuel, road traffic collision , fire, theft and acts of vandalism or as a result of flood, snow or mud, but not as a result of any driver induced fault , or any key related issue other than keys locked in your vehicle .
Call-Out/Claim	Each separate request for service or benefit for cover under any section of this RAC Breakdown Cover .
Caravan/Trailer	Any caravan or trailer that's less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.
Cover Summary	The document that's called ' cover summary ' containing important details about this RAC Breakdown Cover and levels of cover.

Driver/Their/They

You or any **driver** of **your vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**.

Driver Induced Fault

Any fault caused by actions or omissions of the **driver** of **your vehicle**, except running out of fuel, misfuel and battery failure.

End Date

The date that this **RAC Breakdown Cover** expires as shown on **your cover summary**.

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of **Europe**.

Hastings Insurance Services Limited/ Hastings Direct

Hastings Insurance Services Limited of Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW who arrange and administer this **RAC Breakdown Cover**.

Home

The address in the **UK** where **you** live permanently, as shown on **your cover summary**.

Market Value	The market value in the UK , as reasonably determined by the RAC in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as your vehicle .
Passengers	The driver and up to 7 (seven) people travelling in your vehicle .
Planned Departure Date	The date when you intend to begin your trip . The RAC may ask for proof of this.
Policy Period	The length of time for which your RAC Breakdown Cover is in force as shown on your cover summary .
RAC	<ol style="list-style-type: none"> 1. For Sections A, B and C means RAC Motoring Services; 2. For Sections D, E and F means RAC Insurance Limited; 3. For Additional Services means RAC Motoring Services; and 4. In each case any person employed or engaged to provide certain services on their behalf.
RAC Breakdown Cover	This RAC breakdown policy that is subject to the terms and conditions together with your cover summary .
Reimburse/ Reimbursement	Reimbursement by the RAC under the reimbursement process.
Road Traffic Collision	A traffic collision involving your vehicle .

Specialist Equipment

Equipment that's not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment.

Start Date

The date that this **RAC Breakdown Cover** begins, or renews, as shown on **your cover summary**.

Trip

A journey to **Europe** which begins and ends at **your home** during the **policy period**.

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man, if **you** are a resident there.

Vehicle

Your UK registered **vehicle** as shown on **your cover summary** and that complies with the following specifications:

1. It is either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
2. For Section F it's either a car, light van or motorhome that's less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
3. It is a motorcycle over 49cc and is not a mobility scooter.

you/your

The person taking out the **RAC Breakdown Cover** as named on **your cover summary**.

Your Cover

Section A. Roadside

Please refer to **your cover summary** which sets out whether this **RAC Breakdown Cover** includes cover for Roadside.

What's covered;

If **your vehicle breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will:

1. Send help to repair **your vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair **your vehicle** at the roadside, the **RAC** will recover **your vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 15 miles from the **breakdown**;

If the **RAC** recover **your vehicle** to a garage, the **RAC** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However, if **your vehicle breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

What's not covered:

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than us;
3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) our advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B. Recovery

Please refer to **your cover summary** which sets out whether this **RAC Breakdown Cover** includes cover for recovery.

What's covered:

If the **RAC** can't repair **your vehicle** under Section A (Roadside), the **RAC** will recover **your vehicle** from the **breakdown** location to:

1. A local garage; or
2. A single destination chosen by the **driver** within the **UK**. For long distances the **RAC** may use more than one recovery **vehicle**.

Recovery must be arranged with the RAC while the RAC are at the scene.

What's not covered:

1. Please see the "What's not covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where **your vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by **your vehicle's** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section C. At home

Please refer to **your cover summary** which sets out whether this **RAC Breakdown Cover** includes cover for at **home**.

What's covered:

The **RAC** will provide the same cover as the 'What's covered' part of Section A (Roadside) if **your vehicle breaks down** at, or within a quarter of a mile of, **your home**.

What's not covered:

Please see the 'What's not Covered' part of Section A (Roadside), which also applies here.

Section D. Onward travel

Onward travel is included within 'Roadside and recovery', 'Roadside, recovery and at **home**' and 'Roadside, recovery, at **home** and European motoring assistance' cover levels.

If the **RAC** attend a **breakdown** under Sections A (Roadside) or C (At **home**), and cannot fix **your vehicle** on the same day, the **RAC** will help the **driver** by making arrangements to allow the continuation of **your** journey. The **driver** can choose one of the following options, subject to availability:

1. Hire car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire car

What's covered:

Please see hire car terms under 'Important information about **your** policy' above. Hire cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

2. Alternative transport

What's covered:

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, the **RAC** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

What's covered:

The **driver** may decide that waiting for **your vehicle** to be fixed is best. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

What's covered:

The **RAC** will also help if the **driver** or one of the **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. **They** will help to:

1. Book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. The **RAC** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. Arrange to get the patient **home** or to a local hospital as soon as **they** are fit to travel.

What's not covered:

The **RAC** won't help the **driver** where **they** or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. Misfuel rescue

RAC Breakdown Cover includes cover for misfuel rescue.

What's covered:

If **you** have, by mistake, put the incorrect fuel in **your vehicle**, within the **UK**, the **RAC** will send help to:

1. Drain, flush and clean the fuel system;
2. Clean, repair and replace the fuel injector system;
3. Add up to 10 litres of the correct fuel to get **you** on **your way**; and
4. Dispose of the contaminated fuel.

What's not covered:

1. Damage due to wear and tear, meaning the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or **your vehicle's** mileage;
2. Damage caused by an existing fault or defect; or
3. Any damage not caused by **you** misfuelling.

Section F. European motoring assistance

Please refer to **your cover summary** which sets out whether this **RAC Breakdown Cover** includes cover for European motoring assistance.

Limits of cover

The cover under Section F is subject to an overall limit of £2,500 per **call-out** and is subject to the further limits of cover in respect of each type of cover. Each **trip** is limited to a maximum of 90 days.

Section F1: Onward travel in the UK

What's covered:

If the **RAC** attend a **breakdown** under Section A (or C) and cannot fix **your vehicle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** the **RAC** will arrange a hire car for the continuation of **your trip** up to £125 per day for up to 14 days and up to a maximum of £1,500 in total.

What's not covered:

Requests following a **road traffic collision**

Section F2: Roadside assistance in Europe

What's covered:

If **your vehicle breaks down** or is involved in a **road traffic collision** in **Europe** during a **trip**, the **RAC** will send help to either:

1. Repair **your vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair **your vehicle** at the roadside, the **RAC** will:
 - a) recover **your vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £150 when **your vehicle** can be repaired on the same day;
 - d) help **you** purchase replacement parts if **they** cannot be found locally, and pay for them to be delivered; and
 - e) the **RAC** will also relay any urgent messages from the **driver** to a contact of **their** choice.

What's not covered

1. Repair costs, including garage labour charges:
 - a) if **your vehicle** was in a **road traffic collision**; or
 - b) if **your vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

By claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.

Section F3: Onward travel in Europe

What's covered:

If **your vehicle** has a **breakdown** or is involved in a **road traffic collision** during a **trip** in **Europe** and the **RAC** establish that the repairs cannot be completed within 8 hours, the **RAC** will help the **driver** by making arrangements for the **passengers** to continue the **trip**. The **driver** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

What's covered:

1. A hire car as a replacement until **your vehicle** has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, sea, taxi or public transport.

2. Additional accommodation expenses

What's covered:

The **RAC** will arrange and pay a contribution for additional accommodation expenses if **you** can't use **your** pre-arranged accommodation up to £40 per person per day up to a maximum of £500 for all **passengers**.

What's not covered:

Accommodation where the **driver** has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. **Your vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring **your vehicle home** is made by the **RAC** or **your** motor insurer; or
3. Once the **RAC** establish that the repair costs to **your vehicle** exceed its **market value**.

Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

RAC will provide alternative transport as above to get the **passengers** back **home** if:

1. **Your vehicle** is brought back **home** under Section F4; or
2. The **RAC** establish that the repair costs to **your vehicle** exceed its **market value** under Section F4.

Section F4: Getting your Vehicle Home

What's covered:

If the **RAC** attend a **breakdown** or a **road traffic collision** in **Europe** under Section F2 and **your vehicle** cannot be repaired before the **driver's** planned return to the **UK**, the **RAC** will arrange and pay for:

1. Recovery of **your vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for **your vehicle** whilst awaiting its return to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect **your vehicle** by standard class rail or air or sea fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing **your vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once the **RAC** have brought **passengers home** under Section F3 until **your vehicle** is brought back to the **UK**, up to 24 consecutive hours.

The **RAC** will take the **passengers** in **your vehicle home** under Section F3 (Onward travel in **Europe**).

It is the **RAC's** decision whether to get **your broken down vehicle home** or have it repaired locally. If **your vehicle** was involved in a **road traffic collision** covered by **your** motor insurance, the **RAC** will follow **your** motor insurer's decision about whether to get **your vehicle home** or have it repaired locally.

What's not covered:

1. Any costs:
 - a) if **your vehicle** is **beyond economical repair**;
 - b) covered under **your** motor insurance;
 - c) relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
 - d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. The **RAC** will not take **your vehicle** back **home** if:
 - a) **your vehicle** is roadworthy; or
 - b) a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
3. Any import duties not relating to **your vehicle**, for example relating to items carried in **your vehicle**;
4. The **RAC** will not cover the costs of fuel, insurance or meals;
5. The **RAC** will only cover costs under this section up to the **market value**, so if **you** want the **RAC** to bring **your vehicle home** and the costs of bringing **your vehicle home** exceed this amount **you** will need to pay any costs above this amount before the **RAC** make arrangements.

Important

1. Following authorisation by the **RAC**, it can take up to 14 working days for **your vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer;
2. If the **RAC** don't bring **your vehicle** back to the **UK**, **you'll** have 10 weeks in which to advise the **RAC** of how **you** want to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks the **RAC** will dispose of it at **your** cost.

Section F5: Vehicle break-in emergency repairs in Europe

Before **claiming** under this section the break-in must be reported to the police in order to obtain a written report.

What's covered:

If **your vehicle** suffers damage to windows, windscreens or locks, in **Europe**, caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse you**, up to £200 for:

1. Immediate emergency costs incurred in order to continue the **trip**; or
2. The costs of recovering **your vehicle** to a local repairer to ensure **your vehicle** is secure and roadworthy.

What's not covered:

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

Section F6: Replacement driver in Europe

What's covered:

Although this isn't covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill during the **trip** in **Europe**, meaning **they** can't drive, the **RAC** will provide a replacement **driver** to allow the **trip** to continue or return **home**. The **RAC** will need written confirmation from the treating hospital or medical expert that the **driver** isn't able to drive.

What's not covered:

1. If there's another qualified **driver** who's a **passenger** and is fit and legally able to drive **your vehicle**.
2. Any benefits under any other section of this **RAC Breakdown Cover**.

General conditions for Section F

1. The **RAC** will not cover any **call-out** for any repairs to **your vehicle** which aren't essential in order to continue the **trip**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy the **RAC** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure **your vehicle** meets all relevant laws of the countries visited during a **trip**;
4. How the exchange rate is calculated:
 - a) any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by the **RAC** when **your claim** form is received if **you** paid in cash;
5. The **RAC** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer;
6. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, the **RAC** will always try to find a suitable option that is available at the time, however:
 - a) the **RAC** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, the **RAC** aren't able to and cannot be responsible for checking the condition of each **vehicle** or the quality of service provided by each company;
7. If, following a **breakdown**, **your vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in the reasonable opinion of the **RAC** that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under Section F3 (Onward travel in **Europe**) or Section F4 (Getting **your vehicle** home);

8. If the **breakdown** is caused by flooding brought about by adverse weather the **RAC** will only arrange for **your vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to **your vehicle's** motor insurer;
9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **RAC Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with **you**, and act reasonably at all times;
10. This **RAC Breakdown Cover** does not cover:
 - a) **vehicle** storage charges, other than under Section F4;
 - b) **call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
 - c) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
 - e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** don't comply the **RAC** can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from us, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop **your vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you'll** need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. The **RAC** will not cover any **claim** where **your vehicle** is already at a garage or other place of repair.
5. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing **your vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
6. A **driver** must be with **your vehicle** when the **RAC** attend.
7. **You're** responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** won't be responsible for any loss of or damage to them.
8. Where the **RAC** recover **passengers** under the age of 16, **they** must be accompanied by an adult.
9. The **RAC** won't allow animals in **their vehicles**, except guide dogs. Animals can stay in **your vehicle** at the **driver's** own risk. The **RAC** won't be liable for any injury to animals, or damage caused by them. The **RAC** won't transport any livestock and won't be responsible for any costs relating to animals.
10. **Your vehicle** mustn't carry more **passengers** than the number stated in **your vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must sit in a properly fitted child seat.

11. Where the **RAC** provide a repair to **your vehicle**, whilst the **RAC** are responsible for that repair, this doesn't mean that **they** are confirming the legal and roadworthy condition of **your vehicle**. This remains **your** responsibility.
12. The **RAC** will not be responsible for any losses that happen following a **breakdown** that aren't expressly covered by this **RAC Breakdown Cover**. For example, the **RAC** won't pay for any loss of earnings or missed appointments.
13. The **RAC** don't guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **they** will try to check that the garage will do the type of repairs required, the **RAC** cannot guarantee this. **They** won't take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage/repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. **They** will resume **their** service to **you** as soon as **they** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) **specialist equipment**;
 - b) ferry charges for the **vehicle** and the **RAC's vehicle**;
 - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. The **RAC** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them;
 - e) recovery by someone other than **RAC** even if this is requested by the emergency services; or
 - f) the **RAC** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.
17. **Your vehicle** mustn't be used for hire and reward and/or courier services.

18. This **RAC Breakdown Cover** does not cover:
- a) routine servicing, maintenance or assembly of the **vehicle**;
 - b) **caravan** or **trailers**, except as described under Section A;
 - c) **breakdowns** resulting from activities that aren't subject to the normal rules of the road, such as rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d) **breakdowns** that happen off the public highway to which the **driver** or the **RAC** have no legal access;
 - e) **your vehicle** if it isn't legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) **vehicles** that aren't in a roadworthy condition. If the **RAC** consider, acting reasonably, that **your vehicle** isn't in a legal or roadworthy condition, **they** can refuse to provide service. If **you** can demonstrate that **your vehicle** is roadworthy the **RAC** will provide service;
 - g) any **claim** that is or may be affected by the influence of alcohol or drugs;
 - h) any **breakdown** that's caused by or as a result of **vehicle** theft or fire or any **driver induced fault**; or
 - i) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.
19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it's **their** responsibility to make sure that the record is accurate and complete, and the **RAC** won't be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If **your vehicle** has **broken down** in the Republic of Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section B (Recovery), the **RAC** will recover **your vehicle** to **your home** or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If **your vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one in the party can drive **your vehicle**, the **RAC** may be able to provide a replacement **driver**. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

Additional services

The **RAC** can provide additional services that are not included in **your RAC Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a hire car; or
4. Arrange a second or extended recovery.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under **your RAC Breakdown Cover** and **they** cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

This section contains important notes about **your** rights, and the **RAC** or **Hastings Direct's** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact **Hastings Direct**.

Your rights to cancel this policy

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

If **you** do this, we will cancel the policy with immediate effect from the day **you** request the cancellation and a pro-rata refund of the premium will be given, as long as no **claim** has been made. If a **claim** has been made no refund will be given.

After this cooling off period **you** can still cancel this policy at any time by giving notice to **Hastings Direct**. **You** will be given a pro rata refund based on the time **you** were on cover.

When **you** cancel **your Hastings Direct** car policy, this policy will also be cancelled.

Our rights to cancel your policy

The **RAC** or **Hastings Direct** can give **you** seven days' notice of cancellation if we have a valid reason. The **RAC** or **Hastings Direct**, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay **Hastings Direct**
- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with our representatives or advisers
- **You** use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy
- **You** refuse to allow reasonable access to **your vehicle** and any information which the **RAC** require in order to provide the services **you** have requested under this policy
- The **RAC** are prevented from providing cover under this policy by law or other reason
- **You** repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by us:

- A pro-rata refund of the premium will be given, as long as no **claim** has been made
- If **you** have made a **claim** during the period of insurance, no refund of the premium will be given.

If **you** are paying by instalments and a **claim** has been made, **you** will have to pay the balance of the annual premium .

We can cancel without giving you any notice

If **you** make, or try to make, a fraudulent **claim** under this policy, or if the **RAC** reasonably suspect fraud, the **RAC** or **Hastings Direct**, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium. If **your** car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

Misuse of RAC Breakdown Cover

Each Driver and all Passengers must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Fail to tell the **RAC** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the RAC may:

1. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
2. Immediately cancel this **RAC Breakdown Cover**; and
3. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

The **RAC** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way. The **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. A refund of premium will not be paid. **Hastings Direct** will notify **you** in writing if the **RAC** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

Your RAC Breakdown Cover will continue when **you** renew **your** existing associated motor insurance policy and will be detailed in **your cover summary**.

Changes to your details

You must let **Hastings Insurance Services Limited** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Hastings Insurance Services Limited can be contacted by phone, post, or email.

Telephone: **0333 321 9801**

Post: **Hastings Insurance Services Limited**, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

Email: customerservices@hastingsdirect.com

If **you** change **your vehicle**, **you** must call **Hastings Insurance Services Limited** to update **your** details. If **you** don't, **you** might not be covered.

The **RAC** will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and **you** and any other named **drivers** as detailed in **your cover summary** will no longer be covered by the **RAC**.

All communications from **Hastings Insurance Services Limited** or the **RAC** shall be considered to have been received if sent to **your** last known postal or email address.

Complaints

The **RAC** are committed to providing excellent service. However, the **RAC** realise there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with the services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

Complaints relating to your Breakdown Claim:

0330 159 0337 (freephone)

In writing: RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Email: breakdowncustomercare@rac.co.uk

Complaints relating to the sales and administration of your RAC Breakdown Cover:

0333 321 9677 (freephone)

In writing: Customer Services Department, Hastings Insurance Services Ltd, Conquest House Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

Email: customerservices@hastingsdirect.com

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via **their** website: www.ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. For qualifying financial services products purchased in the **UK** this will be the **UK's** Financial Ombudsman Service.

Financial Ombudsman Service

If the **RAC** can't resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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

Telephone: **0800 023 4567** or **0300 123 9123**

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with the **RAC** if it is about a **claim** or **Hastings Direct** if it is about the sale or **your RAC Breakdown Cover**.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it can't meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean GL17 1DY.
Or by calling: **0800 678 1100**

The cover provided by **RAC** Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this **RAC Breakdown Cover** and the **cover summary** and other information relating to this contract) will be in English.

Your privacy

Your privacy is important to **Hastings Insurance Services Limited** and the **RAC** and we go to great lengths to protect it. Details of the data we hold about **you** are set out in **Hastings Insurance Services Limited's** privacy notice. The privacy notice tells **you** about the personal data the **RAC**, as a product provider, and **Hastings Insurance Services Limited** hold about **you**, so a quote or insurance policy can be provided to **you**. It explains how the **RAC** and **Hastings Insurance Services Limited** may collect, use and share **your** details and tells **you** about **your** rights under data protection laws.

You'll find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you'd** prefer a paper copy, please contact the customer relations team by phone: **0333 321 9677** or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws. **You** can contact them at:

Data Protection Team, **Hastings Insurance Services Limited**,
Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW.
Email: dataprotection@hastingsdirect.com

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

If **you** would like a list of all **RAC** group companies, please write to or email the **RAC's** Data Protection Officer.

Please contact the **RAC** if **you** would like a copy of this **RAC Breakdown Cover** in another format such as in large print or on audio disc.

Personal Accident Insurance

Arranged by: Hastings Insurance Services Limited (trading as Hastings Direct), Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.

Please read this document carefully. Please contact Hastings Insurance Services Limited with any questions, making sure to quote the client reference number shown in **your** documents.

Eligibility criteria

1. That the **insured person** is normally resident in the United Kingdom;
2. The **insured person** is under 80 years of age;
3. The **insured vehicle** must not be used for hire or reward, racing competitions, rallies, trials, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus, private or public hire or professional driving instruction;
4. Any **insured person** driving or travelling in the **insured vehicle** must be wearing a seatbelt when they have to by law;
5. The **insured person** must not be riding a motorcycle or moped.

The contract of insurance

This document and **your cover summary** form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract.

The insurance provided by this document covers death or disability that happens during any period of insurance for which **you've** paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This Policy Wording and **your cover summary** are issued to **you** by Hastings Insurance Services Limited in their capacity as agent of the insurers (**Canopius Managing Agents Limited**) under contract reference (UMR) shown below. In exchange of **your** paying the premium, **you** are insured in accordance with the Terms & Conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

- Language:** This insurance is written in English and all communications about it will be in English.
- Governing law:** The cover referred to in this policy is subject to English law.
- Insurer:** Lloyd's syndicate 4444, managed by **Canopius Managing Agents Limited**.
- Period of insurance:** This policy runs alongside **your** car insurance policy and will remain in force for the same period, subject to **your** premium being paid.

Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases appear in bold in this document, they will always have the following meanings:

Accident

A sudden, unexpected, violent and external specific event which happens during the time of cover, at an identifiable time and place and which causes **bodily injury**.

Assault

A sudden, unexpected, unusual, specific event caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road incident within the **territorial limits**.

Bodily Injury

An identifiable physical injury to an **insured person's** body, caused directly and solely by an **accident** and independently of illness, or disease or any other cause except illness directly resulting from that physical injury which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

Canopus Managing Agents Limited

Canopus Managing Agents Limited

Registered office: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Car Jacking

The unlawful theft or seizing of the **insured vehicle** by violence and force whilst an **insured person** occupies it.

Cover Summary

The document which describes the level of cover **you've** bought plus any other details of **your** policy that are specific to **you**.

Emergency Dental Treatment

Emergency treatment to sound and natural teeth within seven days of the incident.

Europe

Any country that is a member of the European Union and Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia. This cover only applies if **your** permanent home is the United Kingdom and **your** visit to any of these countries is temporary.

Fracture

A complete or incomplete break in a bone resulting from the application of excessive force.

Hospital

A lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self-care or rest sections unit of a **hospital**) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Insured Person

You and any other person entitled to drive the **insured vehicle** and up to six passengers.

Insured Vehicle

Any private motor car or small commercial vehicle defined in **your** current motor insurance policy certificate and schedule.

Loss of Hearing

Total and permanent **loss of hearing**.

Loss of Limb(s)

The loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot.

Loss of Sight

The permanent and total **loss of sight**, which **we** consider as having happened:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of Speech

Total and permanent **loss of speech**.

Loss of Use

The total and irrecoverable **loss of use** where the loss is continuous for 12 months and such **loss of use** is deemed permanent and beyond possibility of improvement.

Medical Practitioner

A legally-qualified **medical practitioner** other than **you**, **your** partner, or a member of **your** immediate family.

Osteoporosis

The thinning of the bone out of proportion to age.

Permanent Total Disablement

Which entirely prevents an **insured person** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, in the opinion of a **medical practitioner**, shows no sign of ever improving.

For a child – this means **bodily injury** which completely prevents **you** from being in full-time education for 12 continuous months and which, at the end of that period, shows no signs of ever improving and leaves **you** without the prospect of being able to do any paid work or of being able to support **yourself** financially.

Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and up to 90 days in Europe during the period of insurance.
We/Us/Our	Lloyd’s syndicate 4444 managed by Canopus Managing Agents Limited .
You/Your	The policyholder.

Claims procedure

If you need to make a claim, please contact:

Roger Rich and Co. Loss Adjusters, 2A Marston House, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR.
Tel: **01608 641351**
Email: enquiries@rogerrich.co.uk.

Unique market reference

As part of the procedures in the Lloyd’s insurance market, all policies underwritten by Lloyds have to be identified by a unique market reference (UMR). If **you** need to make a claim **you** should quote the relevant UMR. This is the UMR that relates to **your** policy.

Your policy started or renewed	Unique market reference (UMR)
2023	B6839A10720KAA

The cover

If an **insured person** suffers **bodily injury** sustained in a road traffic **accident** whilst driving or travelling in the **insured vehicle** during the period of insurance and within the **territorial limits** and which results in any of the following **we** will pay:

Immediate Benefits

Insured Event	Benefit	Persons below 16 years of age
1. Accidental Death	£100,000	£7,500
2. Total and irrecoverable loss of sight in one or both eyes	£100,000	£20,000
3. Loss of a limb or limbs	£100,000	£20,000
4. Loss of hearing	£100,000	£20,000
5. Loss of speech	£100,000	£20,000
6. Permanent total disablement	£100,000	£20,000
7. Bodily injury(ies) which temporarily prevent you from engaging in a substantial part of your usual occupation or normal daily activity.	£100 per day up to a maximum of 90 days	£100 per day up to a maximum of 90 days
Additional benefits in the event of road rage assault or 'Car Jacking'	Benefit	Excess
1. Hospital daily cash benefit in the event of assault	£100 a day	£0
2. Emergency dental treatment in the event of assault	Up to £250	£25

Fractures

Should the **bodily injury(ies)** sustained in a road traffic **accident** whilst driving or travelling in the **insured vehicle** result in a **fracture** **we** will pay £1,000 per **fractured** bone to a maximum of £5,000 in all.

The maximum **we** will pay for **fractures** to each single bone is £1,000, regardless of how many **fractures** that bone sustains.

Aftercare benefits

Should the **bodily injury(ies)** sustained in a road traffic **accident** whilst driving or travelling in the **insured vehicle** require on the advice of **your medical practitioner** the following Aftercare Benefits, **we** will pay;

Physiotherapy:	up to £1,000 in all
Counselling:	up to £1,000 in all
Home Help Benefit:	up to £1,000 in all and not exceeding £250 per week

These Aftercare Benefits must be provided by a recognised reputable supplier within six months of the **accident**. For **you** to claim any of these benefits **we** will need **you** to supply a copy of an invoice for these services.

Out of Pocket Expenses: up to £1,000 in all and not exceeding £250 per week for expenses incurred as a result of **your** injury for assistance to enable **you** to go about **your** usual daily activities, such as transport costs, parking fees and childcare that are required as a result of **your accident**.

To claim for Out of Pocket Expenses **you'll** need to provide receipts or other evidence of expenditure and an explanation of why these have been incurred because of **your** injury. Entitlement to this benefit ceases six months after the date of the **accident**.

Exclusions

We won't pay the following:

- Any amount over the maximum accumulation limit of £728,000
- **We** won't pay more than £100,000 to any one **insured person**, or £20,000 if the **insured person** is under 16 years of age, plus any of the Aftercare Benefits shown, or
- The sum insured for insured event 1 if the **bodily injury** does not lead to death within 12 months of an **accident**
- The sum insured for insured events 2 to 5 if the loss results in death within 12 months of an **accident**
- The sum insured for insured event 6 if the disability results in death within 12 months of an **accident**
- Claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person(s)** suffered and was known to suffer, prior to the start of the insurance
- **Hospital** daily cash benefit in the event of **assault** for more than 30 days and for the first night unless two or more nights are spent in **hospital**
- Where the **insured person** deliberately exposes themselves to exceptional danger (except in an attempt to save human life), or the **insured person's** own criminal act, or is under the influence of alcohol or drugs.

This insurance does not cover loss, damage, death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

- An **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane
- Provoked **assault** or fighting (except in bona fide self-defence).
- Any matrimonial or family dispute
- War, riot or civil disturbance, act of foreign enemy (whether war is declared or not), civil war, revolution, power seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using, or threatening to use, force or violence.

The people who carry out acts of terrorism can either be acting alone, or acting on behalf of, or in connection with, any organisation or government. If any part of this exclusion is found not valid, or **we** cannot enforce any part of it, the rest will still apply.

Exclusions applicable to fracture benefit:

We won't pay any claim caused by or contributed to by **osteoporosis** where this condition has been diagnosed and made known to the **insured person** prior to the **fracture**.

We won't pay claims for broken teeth, or nails.

Conditions

Claims

When a claim or possible claim occurs, **you**, or an **insured person**, must tell **us** as soon as possible. **You**, or the **insured person**, must get, and act on, advice from a registered **medical practitioner** and have any medical examination that **we** ask and pay for. **You** or any **insured person** must give **us** (at **your**, or their, own expense) any documents, information, and evidence **we** need. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination.

Fraudulent claims

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or

- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in any respect of any theft loss or damage caused by **your** willful act;

Then **we**:

- Won't pay the claim;
- May declare the policy void and retain the premium;
- May inform the police.

Aggravated physical disability

If the consequence of an injury is aggravated by a physical disability, or condition of an **insured person**, which existed before the **accident** occurred, **we'll** ask a **medical practitioner** to assess the effects that this condition has on **your bodily injury**. The amount of any benefit payable under this insurance in respect of the consequences of the **accident**, shall be the amount which is reasonably considered by the **medical practitioner** would have been payable, if such consequences had not been so aggravated.

Cancellations

This section contains important notes about **your** rights, and **our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request the cancellation and a pro-rata refund of the premium will be given, as long as no claim has been made. If a claim has been made no refund will be given.

After this cooling off period **you** can still cancel this policy at any time by giving notice to Hastings Direct. **You** will be given a pro rata refund based on the time **you** were on cover.

When **you** cancel **your** Hastings Direct Car policy, this policy will also be cancelled.

Our rights to cancel your policy

We can give **you** seven days' notice of cancellation if **we** have a valid reason. **We**, or Hastings Direct, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on **our** system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay Hastings Direct
- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with **our** representatives or advisers
- **You** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers in connection with this policy
- **You** refuse to allow reasonable access to **your** vehicle and any information which **we** require in order to provide the services **you** have requested under this policy
- **We** are prevented from providing cover under this policy by law or other reason
- **You** repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by us:

- A pro-rata refund of the premium will be given, as long as no claim has been made
- If **you** have made a claim during the period of insurance, no refund of the premium will be given.

If **you** are paying by instalments and a claim has been made, **you** will have to pay the balance of the annual premium.

We can cancel without giving you any notice

If **you** make, or try to make, a fraudulent claim under this policy, or if **we** reasonably suspect fraud, **we** or Hastings Direct, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium.

If **your** car insurance that this cover is attached to is cancelled, this policy will also be cancelled at the same time.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You** will find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you** would prefer a paper copy, please contact the customer relations team by phone: **0333 321 9677** or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address:

Hastings Insurance Services Limited,
Conquest House,
Collington Avenue,
Bexhill-on-Sea
TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

Caring for our customers

In the unlikely event that **you're** still unsatisfied or if **you** want to contact the insurer directly, **you** can write to the Head of Personal Accident and Travel at **Canopius Managing Agents Limited** at Gallery 9, One Lime Street, London, EC3M 7HA. When **you** do this, please quote **your** insurance document number, as it will help **us** to deal with **your** complaint promptly.

After this action, if **you're** not satisfied with the way that **your** complaint has been handled, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review **your** case. The address is Policyholder and Market Assistance, Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime Kent. ME4 4RN.

Tel: **020 7327 5693**.

Email: complaints@lloyds.com.

If **you're** still not satisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). See the back of this document for details.

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** can't pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

This does not affect **your** right to take legal action if necessary.

Key Protection Insurance

This is **your Key** Protection Policy. This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. If there is anything **you** do not understand, please contact **Keycare** on **0333 321 9698**.

This policy is arranged by Hastings Direct and is underwritten by AA Underwriting Insurance Company Limited registered in Gibraltar under company number 106606, whose registered office is at 2/1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA. The **insurer** is authorised and regulated by the Gibraltar Financial Services Commission – licence number FSC0147FSA.

This policy is administered by **Key Care** Limited, a company registered in England and Wales under company number 1309093, whose registered office is at 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire, BD18 3ST (referred to in this Policy as “**Keycare**”). **Keycare** is authorised and regulated by the Financial Conduct Authority – registration number 309514.

Important

Keycare will provide **you** with assistance by arranging **key** or **lock** repair or replacement, or onward transportation as appropriate. Should **you** choose not to use the **Keycare locksmith network**, **you** will be responsible for all costs in the first instance and **Keycare** will reimburse these costs once **your** claim has been validated.

Reimbursement is subject to **you** providing the original invoice(s), receipt(s) and any relevant crime reference number and complying with all other terms and conditions of this insurance. All costs outside of the terms of this policy must be met and paid for by **you**.

We recommend **you** read this policy carefully to check **your** cover. If there is anything **you** do not understand, please contact **Keycare**.

This policy will cover

In the event of any of the insured incidents, **Keycare** will arrange the replacement of **your keys** and **locks**, opening of safes or onward transportation.

How to claim

Please read the 'Insured incidents', 'Claims conditions' and 'Exclusions' sections to ensure the incident is covered under the terms of this policy.

You must report any claim to **Keycare** as soon as possible.

To make a claim call **0333 321 9698**. When the claim has been authorised **Keycare** will send **you** two copies of the Statement of Facts based on the information **you** have supplied. This is the information **Keycare** will use to handle **your** claim so it is **your** responsibility to ensure it is correct.

You must submit valid invoices/receipts (in respect of expenditure authorised by **Keycare**), together with one copy of the Statement of Facts and any necessary supporting documents, to **Keycare** within 120 days of the insured event.

If **you** have got any queries or for further information please telephone the helpline on: **0333 321 9698**.

Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases appear in bold in this document, they will always have the following meanings:

Keycare

This policy is administered by **Key Care** Limited, a company registered in England and Wales under company number 1309093, whose registered office is at 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire, BD18 3ST (referred to in this Policy as “**Keycare**”). **Keycare** is authorised and regulated by the Financial Conduct Authority – registration number 309514.

Cover Summary

The document which describes the level of cover **you** have bought plus any other details of **your** policy that are specific to **you**.

Home

Your main and permanent place of residence in the United Kingdom, comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only, including any garages, outbuildings, sheds and gates surrounding or next to **your home**.

Keys

Your vehicle (including reprogramming of immobilisers and alarms), **home** and office **keys** (including security safe).

Locks

The **locks** associated with the **keys**.

Locksmith Charges

Charges relating to work carried out by a **locksmith**.

Locksmith/ Locksmith Network

A **locksmith** on the **Keycare** Panel.

Period of Insurance	This policy will run concurrently with your Hastings Direct car insurance for a maximum of 12 months, as detailed in your cover summary . If cover under your Hastings Direct car insurance ceases for any reason the cover under this policy will also end.
Policyholder	The first person named on the cover summary .
Policy Limit(s)	The total amount payable in respect of each insured incident and in total for all insured incidents in any one year is £1,500 including VAT.
Start Date	The date your cover starts under this policy shown in your cover summary .
Insurer/We/Us/Our	The insurer is AA Underwriting Insurance Company Limited registered in Gibraltar under company number 106606, whose registered office is at 2/1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA. The insurer is authorised and regulated by the Gibraltar Financial Services Commission – licence number FSC0147FSA.
You/Your	The first person named on the cover summary or any immediate member of the policyholder's family residing at the same address as the policyholder during the period of insurance .

Premium payment

You must pay a premium to Hastings Direct. The policy will start on the **start date** and will last until one of the criteria set out under 'Termination of Cover' is met.

Insured incidents

1. **Theft, damage or loss of your keys** - if **your** vehicle, **home**, or office **keys** are stolen, damaged or lost anywhere in the UK, including the Channel Islands and the Isle of Man, upon validation of **your** claim the **insurer** will cover **you** for replacement **keys** and **locksmith charges** up to the **policy limit**. Please note all stolen **keys** must be reported to the police and a crime reference number obtained.
2. **Broken or locked-in keys** - if **your keys** are locked in **your** vehicle, **home** or office or broken in any **lock** denying **you** access to **your** property, **you** must report this event to **Keycare** who will arrange for a **locksmith** to attend the scene. Upon validation of **your** claim the **insurer** will cover **you** for replacement **keys** and **locksmith charges** up to the **policy limit**.
3. **Stranded due to theft, damage or loss of keys** - if **you** are stranded more than 5 miles away from **home** by theft, damage or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay up to £75 per day including VAT for vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. **Keycare** must be notified of the circumstances first and any car hire must be arranged through them.

Claim conditions

1. All lost, damaged or stolen **keys** or **keys** broken in a **lock** must be reported to **Keycare** on **0333 321 9698** as soon as possible.
2. The police must be notified of all stolen **keys** as soon as possible and a crime reference number obtained.

3. If **you** choose not to use the **Keycare locksmith network**, all costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference to **Keycare** as soon as possible. Providing **your** claim is within the terms of this policy **Keycare** will validate **your** claim and **we** will reimburse **your** outlay up to the **policy limits**.
4. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys, of 15 miles and over, the mode of transport should be a bus or train unless **you** are physically unable to use public transport. For short journeys, of up to 15 miles, a taxi would be acceptable. All receipts and tickets must be retained.
5. **You** must take care to avoid anything which may result in a claim under this policy.

Exclusions

1. Any claim for theft of **keys** which is not reported to the police and where a crime reference number is not obtained.
2. Any claims where **you** cannot provide valid invoices, receipts or tickets.
3. Any car hire not arranged via **Keycare**.
4. Any claim for replacing **locks** when only parts need changing.
5. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
6. Any claim for additional or duplicate **keys**.
7. Any claim for loss or damage caused by any act of war, invasion or revolution, or acts of a similar nature.
8. **Locks** that are damaged prior to the loss, damage or theft of **keys**.
9. Replacement **locks** or **keys** of a higher standard or specification than those replaced.
10. Charges or costs incurred where **Keycare** arranges for the attendance of a contractor at a particular location and **you** fail to attend.

11. Charges or costs incurred where **you** make alternative arrangements with a third party once **Keycare** has instructed a **locksmith** to attend a particular location unless otherwise agreed by them.
12. Any loss of earnings or profit **you** may suffer as a result of loss or theft of **your keys** or any **keys** broken in the **lock**.
13. Any claims arising from any deliberate or criminal act by **you**.
14. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Geographical limits

This policy is only in effect within the boundaries of the United Kingdom (UK) including the Channel Islands and the Isle of Man.

Termination of cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

- The expiry of the **period of insurance**;
- Upon a change of address from the one stated on **your cover summary** where **we** haven't been informed within one month of **your** move date;
- Upon cancellation of the policy by **you** or **us**; or
- If **you** do not pay the premium.

Cancellations

This section contains important notes about **your** rights, and **our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request the cancellation and a pro-rata refund of the premium will be given, as long as no claim has been made. If a claim has been made no refund will be given.

After this cooling off period **you** can still cancel this policy at any time by giving notice to Hastings Direct. **You** will be given a pro rata refund based on the time **you** were on cover.

When **you** cancel **your** Hastings Direct Car policy, this policy will also be cancelled.

Our rights to cancel your policy

We can give **you** seven days' notice of cancellation if **we** have a valid reason. **We**, or Hastings Direct, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on **our** system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay Hastings Direct
- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with **our** representatives or advisers
- **You** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers in connection with this policy
- **You** refuse to allow reasonable access to **your** vehicle and any information which **we** require in order to provide the services **you** have requested under this policy
- **We** are prevented from providing cover under this policy by law or other reason
- **You** repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by us:

- A pro-rata refund of the premium will be given, as long as no claim has been made
- If **you** have made a claim during the **period of insurance**, no refund of the premium will be given.

If **you** are paying by instalments and a claim has been made, **you** will have to pay the balance of the annual premium.

We can cancel without giving you any notice

If **you** make, or try to make, a fraudulent claim under this policy, or if **we** reasonably suspect fraud, **we** or Hastings Direct, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium. If **your** car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

Changing your address

If **you** change **your** address from the one stated on **your cover summary**, **you** must write, within one month, to Customer Services Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW or alternatively telephone **0333 321 9801**

or email customerservices@hastingsdirect.com.

All calls may be recorded for training, compliance, claims and counter fraud purposes.

Law

The law that applies to this insurance policy is English law.

Fraud

All cover under this insurance is forfeited if a fraudulent claim is made. **Your** policy will be immediately cancelled and no refund of premium will be made.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You** will find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you** would prefer a paper copy, please contact the customer relations team by phone: **0333 321 9677** or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address:

Hastings Insurance Services Limited,
Conquest House,
Collington Avenue,
Bexhill-on-Sea
TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

Questions or concerns?

If **you** have any concerns regarding the purchase of **your** policy please contact Hastings Direct by:

Email: customerrelations@hastingsdirect.com

Phone: **0333 321 9801**.

Post: Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

It is the intention to give **you** the best possible service but if **you** do have an enquiry or complaint relating to the terms and conditions of this insurance policy **you** should contact: Complaints, Keycare, 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire BD18 3ST.

Tel: **0345 303 0550**.

Email: complaints@keycare.co.uk.

A representative will make sure the matter is investigated straight away. Please quote the policy number which appears on **your cover summary** in all correspondence so that **you** will be given an efficient response. Calls will be recorded for training, compliance, claims and counter fraud purposes.

If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or telephone **0800 023 4567**.

Financial Services Compensation Scheme (FSCS)

AA Underwriting Insurance Company Limited and Key Care Limited are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

For further information see www.fscs.org.uk or telephone **0800 678 1100**.

Hire Vehicle Insurance

Who is your insurer?

The cover under this section is administered by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is a coverholder of the **insurer** ARAG SE Branch UK. ARAG SE Branch UK is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request (FRN: 210052).

Certification of cover

This policy document combined with **your** cover summary confirms that this insurance is in effect between **you** and **us**. In return for payment of the premium, the **insurer** agrees to insure **you** in line with the terms and conditions set out in these documents.

How to claim

You must report any incident which may give rise to a claim for a **hire vehicle** under this cover without delay, by calling the helpline on **0333 321 9802**. Lines are open: 9am-5.30pm Monday to Friday.

If **you** have valid insurance in place and the claim is covered, **you** will be provided with a **hire vehicle** within one working day of the claim being accepted.

You must provide without delay all information requested in relation to the incident.

You must provide any assistance required by **us** in connection with the recovery of any costs incurred in the provision of a **hire vehicle**.

You must provide any assistance permitting **us** to take proceedings in **your** name and/or assigning any rights against any such third party to **us** or **our** representatives.

Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy. Wherever these words or phrases appear in bold in this document, they will always have the following meanings:

Insured Vehicle	The motor car or van (up to 3.5 tonnes) insured under the motor vehicle insurance policy .
Insurer	ARAG SE Branch UK.
Motor Vehicle Insurance Policy	The motor vehicle insurance policy in conjunction with which this cover was arranged.
Period of Insurance	The terms of this policy that runs alongside your motor vehicle insurance policy for a period not exceeding twelve months.
Hire Vehicle	A replacement car or van with a similar engine capacity to the insured vehicle but no more than 2,000cc. If the insured vehicle is a 7-seater, a 7-seater will be provided but no more than 2,000cc or the replacement van will not exceed a gross maximum weight of 3.5 tonnes.
Territorial Limits	The United Kingdom.
We/Us/Our	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer .
You/Your	The person named as the “Insured” in the motor vehicle insurance policy schedule to which this policy attaches. Cover extends to anyone legally driving the insured vehicle with your consent.

Your Cover

The **insurer** will pay for the costs of a **hire vehicle** if:

- Damage to the **insured vehicle** occurs within the **territorial limits** as a result of a road traffic accident which is **your** fault that renders the **insured vehicle** a total loss
- Damage by fire, attempted theft or vandalism renders the **insured vehicle** a total loss (a write off), as determined or accepted by **your** motor insurer, the Third Party insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body, within the **territorial limits**
- The **insured vehicle** is stolen and not recovered from a location within the **territorial limits**.

Where **you** meet all of the following requirements:

- **You** have paid the insurance premium in respect of this cover and the applicable **motor vehicle insurance policy**
- **You** cooperate fully with **us**
- **You** keep to the terms of this policy and the applicable **motor vehicle insurance policy**.

In the event of a valid claim under this cover, if **we** cannot provide a **hire vehicle**, **we** will contribute towards **your** transportation costs at a daily rate of £20 per day up to a maximum of £560 per individual claim which **you** make in the **period of insurance**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Duration of cover benefit

- In the event of a total loss, reimbursement of the expenses for hiring a **hire vehicle** for one continuous period from the date a **hire vehicle** is first delivered to **you** until the date when **you** receive a settlement in respect of the value of the **insured vehicle** up to a maximum of 28 days. In order to reimburse these costs, **you** must provide a write-off assessment given by an expert and present the de-registration certificate of the **insured vehicle**
- In the event of theft, cover will take effect 24 hours after said theft has been report to the police and until recovery of the **insured vehicle** for one continuous period up to a maximum of 28 days. In order for the **insurer** to reimburse these costs, **you** are required to present a copy of the police report
- At the end of the period for which a **hire vehicle** is made available to **you**, **you** must immediately return the **hire vehicle** in accordance with any instructions given by the provider of the **hire vehicle**.

Exclusions

A **hire vehicle** will not be provided in any case where:

- The damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **us**
- **You** have failed at the time of reporting the incident or at any other stage to disclose to **us** or any representative appointed by **us** any facts relevant to the incident
- **You** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence
- The **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring
- The **insurers** under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover
- The damage to the **insured vehicle** results from any deliberate or criminal act or omission or any other act or omission which **we** reasonably believe to be of a fraudulent nature

- The **insured vehicle** is damaged or stolen outside the **territorial limits**
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- Pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- Any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
- A dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

- **We** will not be obliged to arrange the provision of a **hire vehicle** of more than Category A or 2,000 cc. If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.
- All **hire vehicle(s)** are provided subject to the following terms and conditions:
 - The terms and conditions of the provider of the **hire vehicle**. These are available from the provider at the time the **hire vehicle** is provided
 - **You** must produce **your** original full driving licence when any **hire vehicle** is provided
 - **You** must disclose any driving penalty notices or convictions before a **hire vehicle** is provided
 - **You** must provide valid credit or debit card details before a **hire vehicle** is provided
 - **You** will be responsible for any fuel costs, fares, fines and fees
 - **You** must pay a security/fuel deposit when the **hire vehicle** is provided. This is refundable on return provided the **hire vehicle** is free from damage and has the same amount of fuel as when provided
 - In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle**, **you** must provide a police crime reference number before a **hire vehicle** can be provided
 - No **hire vehicle** may be used outside the **territorial limits**
- **We** have the right to cancel this policy and/or decline to provide the cover if:
 - **You** do not hold a valid **motor vehicle insurance policy** in respect of the **insured vehicle** at the time of the damage to the **insured vehicle**
 - **Your** motor **insurers** are entitled to avoid the **motor vehicle insurance policy** or refuse cover.

Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described under Complaints below and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.

Jurisdiction

This policy will be governed by English Law.

Privacy statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- To make sure all information supplied as part of **your** application for cover is true and correct
- Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean **your** policy is invalid and it won't operate in the event of a claim.

If **you** don't answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

For **your** continued protection, **you** should tell **us** immediately of any changes to this information, in particular a change of address or any vehicle modification. **We** will then advise **you** of any changes in terms.

Cancellations

This section contains important notes about **your** rights, and **our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request the cancellation and a pro-rata refund of the premium will be given, as long as no claim has been made. If a claim has been made no refund will be given.

After this cooling off period **you** can still cancel this policy at any time by giving notice to Hastings Direct. **You** will be given a pro rata refund based on the time **you** were on cover.

When **you** cancel **your** Hastings Car or Van policy, this policy will also be cancelled.

Our rights to cancel your policy

We can give **you** seven days' notice of cancellation if **we** have a valid reason. **We**, or Hastings Direct, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on **our** system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay Hastings Direct

continued overleaf

- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with **our** representatives or advisers
- **You** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers in connection with this policy
- **You** refuse to allow reasonable access to **your** property and any information which **we** require in order to provide the services **you** have requested under this policy
- **We** are prevented from providing cover under this policy by law or other reason
- **You** repeatedly, or seriously, break the terms of this policy.

If your policy is cancelled, by us:

- A pro-rata refund of the premium will be given, as long as no claim has been made
- If **you** have made a claim during the **period of insurance**, no refund of the premium will be given.

If **you** are paying by instalments and a claim has been made, **you** will have to pay the balance of the annual premium.

We can cancel without giving you any notice

If **you** make, or try to make, a fraudulent claim under this policy, or if **we** reasonably suspect fraud, **we** or Hastings Direct, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium. If **your** car insurance that this cover is attached to is cancelled, this policy will also be cancelled at the same time.

Legal and regulatory information

Premiums and claims – your rights

When handling premium payments from **you** that are due to **us**, and when handling any premium refund due to **you**, Hastings Direct acts as **our** authorised agent. This means that when **you** pay a premium to Hastings Direct it is deemed to have been received by **us**, and that any premium refund paid by Hastings Direct is not deemed to have been paid until **you** have received the payment.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You** will find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you** would prefer a paper copy, please contact the customer relations team by phone: **0333 321 9677** or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

You can contact them at: Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

Complaints

If **you** have a complaint and it relates to the purchase of **your** policy, please see the back of this document for details.

ARAG plc is committed to providing a first-class service at all times. However, if a complaint arises relating to **your** claim, please contact **us** using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; **we** can be reached in the following ways:

Telephone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls will be recorded).

Email: customerrelations@arag.co.uk

In writing: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Telephone: **0800 0234 567** or **0300 123 9123**

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

In writing: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

Financial Services Compensation Scheme

The **insurer** is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Notes

Notes

How to make a complaint

We want to provide **you** with a high level of customer service. However, if **you're** not happy about something, please tell **us**.

Email: customerrelations@hastingsdirect.com

Tel: **0333 999 8904**

Address: **Customer relations department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea, East Sussex TN39 3LW**

If **you** need to make a complaint, **we'll** make every effort to resolve it as quickly as possible. If **your** complaint requires further investigation, **we'll** send **you** a written acknowledgement, typically within five working days.

We'll provide **you** with a final response, usually within four weeks, or explain **our** position and provide timescales for responding. If dealing with **your** complaint fully takes longer than four weeks **we'll** keep **you** fully informed of the position until **we're** able to provide **you** with a final response.

The Financial Ombudsman Service

If **we** can't give **you** a final response within eight weeks of the initial date of **your** complaint, or if **you're** not satisfied with **our** response, **you** can refer the dispute to the Financial Ombudsman within six months of receiving **our** final response letter.

Their contact details are: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR**

Call: **0800 023 4567**

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

Financial Services Compensation Scheme (FSCS)

Hastings Direct and **your insurers** are members of the Financial Services Compensation Scheme.

You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90% without any upper limit. Further information about the compensation scheme is available from the FSCS. Information can be obtained on request using the details below or on the website: www.fscs.org.uk

Email: enquiries@fscs.org.uk

Telephone: **0800 678 1100**

**The Financial Services Compensation Scheme, 10th Floor
Beaufort House, 15 St Botolph Street, London EC3A 7QU**

This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

Important numbers

Motor Legal Expenses

Road traffic accident related claims..... 0333 321 9800

Motor prosecution defence claim 0344 770 1051

Breakdown

Within the UK..... 0333 321 9818

Europe..... 00 33 472 43 52 55

For, deaf, hard of hearing or speech-impaired customers
please text the word 'breakdown' to:..... 07855 828 282

Personal Accident Cover 01608 641 351

Key Protection 0333 321 9698

Hire Vehicle 0333 321 9802

Calls to 0344 numbers cost no more than calls to numbers starting with 01 or 02 and are included in inclusive minutes and discount schemes in the same way. If you don't have an inclusive minute plan, calls are typically charged between 2p and 40p per minute. Check with your network provider.

Did you know we also provide

Multi car, bike, home and van insurance: 0333 321 9759