



**Hiscox Motor Insurance**  
Policy wording



Motor claims

**0845 213 8898**

For all motor related claims enquiries

Loss of licence helpline

**0845 275 1070**

Access to prosecution defence for loss of licence

Motor breakdown

**0845 275 1071**

For 24 hour breakdown assistance anywhere in the UK or Europe

Legal expenses

**0845 275 1072**

Access to a 24 hour helpline offering free legal advice

Customer services

**0845 213 8777**

For general enquiries and complaints

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## Section 1: Introduction

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

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

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

I wish you safe and happy driving.

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive, flowing style.

**Robert Hiscox**  
Chairman

## Section 2: Complaints procedure

The following procedure applies to all sections of this policy.

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

Hiscox Insurance Company Limited  
1 Great St Helen's  
London EC3A 6HX

Telephone: 0845 213 8777 Email: customerservices@hiscox.com

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

Financial Ombudsman Service  
South Quay Plaza II  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

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

## Section 3: General terms

Please read **your policy** very carefully. If anything is not correct, please return it immediately. This **policy** is a contract between **you** and **us**.

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

<b>Definitions</b>	Words shown in <b>bold</b> type in the <b>policy</b> shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.
<b>Act of terrorism</b>	An act, including using or threatening to use force or violence, which: <ul style="list-style-type: none"> <li>• is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and</li> <li>• is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.</li> </ul>
<b>Agreed value</b>	The amount <b>your vehicle</b> is insured for as agreed by <b>you</b> and <b>us</b> and shown in the <b>schedule</b> . The amount should include the value of <b>your vehicle</b> at the inception date of the <b>policy</b> , all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by <b>us</b> .
<b>Amendment to cover notice</b>	The most recent notification of cover change <b>we</b> issued to <b>you</b> .
<b>Certificate</b>	<b>Your</b> evidence of motor insurance. A certificate will be issued by <b>us</b> for each <b>vehicle you</b> insure with <b>us</b> and should be read together with this <b>policy</b> wording, the <b>schedule</b> , any <b>amendment to cover notice</b> and any <b>endorsements</b> .
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> agreed by <b>us</b> in writing.
<b>European Union</b>	Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, <b>United Kingdom</b> .
<b>Excess</b>	The amount for which <b>you</b> are responsible as the first part of each agreed claim as shown in the <b>schedule</b> . If an <b>insured vehicle</b> (as defined below) is not listed in the <b>schedule</b> a £1,000 excess applies.
<b>Hiscox</b>	Hiscox Insurance Company Limited.
<b>Household member</b>	Any person permanently residing with <b>you</b> . This includes any person living within the grounds of <b>your</b> residence and children studying away from home.
<b>Insured person(s)</b>	Any user permitted by <b>you</b> legally entitled to drive in accordance with the <b>certificate</b> .
<b>Insured vehicle</b>	<ol style="list-style-type: none"> <li>1. Any <b>vehicle</b>.</li> <li>2. Any private vehicle, including a courtesy vehicle, when used by <b>you</b> or a <b>named insured person</b> with the owner's permission. This does not include other vehicles owned by <b>you</b> or a <b>named insured person</b> or vehicles available for the regular use of <b>you</b> or a <b>named insured person</b>.</li> </ol>
<b>LawShield</b>	LawShield UK Ltd, Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Parks, Warrington, Cheshire, WA1 1RL.
<b>Market value</b>	The cost to replace a vehicle with one of similar make, model and condition. <b>We</b> decide this amount.

## Section 3: General terms

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

## Section 4: General conditions

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

Cancellation	<p><b>You</b> may cancel this <b>policy</b> at any time by writing to <b>us</b> and returning <b>your certificate</b>. If <b>you</b> have not made a claim, <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> remaining, calculated on a pro-rata basis from the day <b>we</b> receive notification of cancellation from <b>you</b>.</p> <p><b>We</b> may cancel this <b>policy</b> by sending <b>you</b> fourteen days notice by recorded post to <b>your</b> last known correspondence address. <b>You</b> must immediately return <b>your certificate</b> to <b>us</b>. If <b>you</b> have not made a claim, <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> remaining, calculated on a pro-rata basis from the day of cancellation.</p> <p>If <b>you</b> pay the premium by instalments and an instalment remains unpaid after 14 days, <b>we</b> may cancel <b>your policy</b> from this date.</p> <p>If an <b>insured vehicle</b> has been declared to be a total loss or a claim has been made there will be no premium refund if the <b>policy</b> is cancelled.</p>
Concealment or fraud	<p><b>We</b> do not provide cover if <b>you</b> or an <b>insured person</b>, or anyone acting on <b>your</b> or an <b>insured person's</b> behalf, has concealed or deliberately or recklessly misrepresented any material fact relating to this <b>policy</b> before or after the inception of <b>your policy</b>.</p>
Cooling off period	<p><b>You</b> may cancel this <b>policy</b> within 14 days of receipt of the <b>policy</b> or 14 days from the effective date of the <b>policy</b>, whichever is the later. If <b>you</b> cancel during this period <b>we</b> may apply a reasonable charge to cover the period <b>we</b> insured <b>you</b>.</p>
Data protection	<p>By accepting <b>your policy</b>, <b>you</b> consent to <b>us</b> using the information <b>we</b> may hold about <b>you</b> for the purposes of providing insurance and handling any claims and to process sensitive personal data about <b>you</b> where this is necessary. This may mean <b>we</b> choose or are required to give some details to third parties. These third parties may include other insurance carriers, third-party claims adjusters, fraud detection and/or prevention services, the Motor Insurers' Bureau, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than <b>you</b>, <b>you</b> must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to <b>us</b> and its use by <b>us</b> as set out above. The information provided will be treated by <b>us</b> in confidence and in compliance with applicable data protection law. <b>You</b> have the right to apply for a copy of <b>your</b> information (for which <b>we</b> may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls to <b>us</b> may be monitored and/or recorded.</p>
Duplicate cover	<p>If a loss is covered more than once by <b>us</b>, <b>we</b> will pay under the section that provides <b>you</b> with the most cover. <b>We</b> will not make duplicate payments.</p>
Governing law	<p>This <b>policy</b> will be interpreted in accordance with and governed by English law. The parties will submit to the non-exclusive jurisdiction of the courts of England and Wales.</p>
Information	<p>In deciding to accept this insurance and in setting the terms, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> (including the information in any proposal form). <b>You</b> must make sure that all information is accurate and that <b>you</b> have not withheld any facts that might have influenced <b>our</b> decision. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance agent.</p> <p><b>You</b> must tell <b>us</b> about any change in circumstances which occurs before or during the <b>period of insurance</b> and which may affect this insurance. <b>We</b> may then amend the terms of the <b>policy</b>. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance agent.</p>

## Section 4: General conditions

Non-disclosure,  
misrepresentation  
and false claims

If **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, or **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

Other insurance

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

Premium payment

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

Reasonable care

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

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

## Section 5: What to do when a loss occurs

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

### A motor vehicle claim

#### How to make a claim

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

+44 (0)845 213 8898

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

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

**We** will:

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

#### Injury to someone or damage to their property

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

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

#### Recovering a loss payment

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

#### Receiving **your** claim payment

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

### A motor legal expenses claim

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

**LawShield** are available for **you** or a **named insured person** to call 24 hours a day, 7 days a week.

**LawShield's** claims notification freephone line is 0845 275 1072.

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

## Section 5: What to do when a loss occurs

### A European motor assistance claim

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

In the event of an **insured vehicle** breaking down **you** or an **insured named person** should call **our** 24 hours a day, seven days a week claims and emergency helpline on: +44 (0)845 275 1071

and provide the following information:

- Policyholder's name and **policy** number.
- Registration number of the **insured vehicle**.
- Make, model and colour of the **insured vehicle**.
- Nature of the breakdown and location of the **insured vehicle**.

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

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

### Motoring prosecution defence and loss of

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

To make a claim under this section of **your policy**, please call **us** on +44 (0)845 275 1070 as soon as possible.

## Section 6: General exclusions

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

This insurance does not cover the following:

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

## Section 6: General exclusions

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

## Section 7: Physical damage cover

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

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

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

### What is covered

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

### What is not covered

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

### How much we will pay

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

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

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

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

## Section 8: Additional cover and benefits

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

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

### Agreed value

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

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

### Audio and electrical equipment

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

- a) The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
  - Radios, tape players, CD players and DVD players
  - Televisions
  - Global positioning systemsor similar equipment including their accessories and antennas.
- b) Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

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

### Car jacking and road rage

If **you** or a **named insured person** is subject to physical assault as a result of aggravated or attempted theft or any other incident involving an **insured vehicle** during the **period of insurance**, **we** will pay up to £5,000 towards the cost of legal representation or medical expenses, counselling or any other associated expenses.

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

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

### Child car seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

### Courtesy vehicle

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

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

If the courtesy vehicle provided by the repairer is not satisfactory to **you**, **we** will replace it with a courtesy vehicle which is similar to the **vehicle** subject to the claim.

If the vehicle provided by the repairer is satisfactory and **you** decide not to use this additional cover, your **excess** will not apply if it is less than £4000.

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

### Disablement

In the event of an accident during the **period of insurance** resulting in a covered claim under this **policy** and **you** or a **named insured person** is registered disabled as a result of the accident, **we** will pay up to £10,000 towards the cost of applicable modifications to **your** or a **named insured person's vehicle**.

## Section 8: Additional cover and benefits

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

## Section 8: Additional cover and benefits

<b>Inability to drive due to ill health</b>	If <b>you</b> or a <b>named insured person</b> has their driving licence revoked by the DVLA during the <b>period of insurance</b> as a result of being incapacitated due to ill-health, <b>we</b> will contribute towards <b>your</b> or a <b>named insured person's</b> alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.
<b>Inability to drive following injury</b>	If <b>you</b> or a <b>named insured person</b> are unable to drive as a result of injury following an accident during the <b>period of insurance</b> which results in an insured claim under this <b>policy</b> , <b>we</b> will contribute towards alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.
<b>Lock replacement</b>	Should <b>you</b> or an <b>insured person</b> lose or have the door key or ignition/alarm immobiliser key to a <b>vehicle</b> or electronic garage door opener stolen during the <b>period of insurance</b> , <b>we</b> will pay for its replacement and for the replacement of the associated lock. The <b>excess</b> does not apply to this additional cover.
<b>Medical expenses</b>	<b>We</b> will pay necessary medical expenses, up to a total of £1,000 for <b>you</b> or a <b>named insured person</b> , incurred as a result of an accident during the <b>period of insurance</b> . Such medical expenses must arise out of injury to <b>you</b> or a <b>named insured person</b> while he or she is occupying an <b>insured vehicle</b> . This additional cover also applies if <b>you</b> or a <b>named insured person</b> are struck by another motor vehicle or trailer.
<b>No claims discount protection</b>	If <b>you</b> have paid the additional premium for no claims discount protection and the cover is shown in <b>your schedule</b> , <b>we</b> will only increase <b>your</b> premium following a claim under <b>your policy</b> if <b>you</b> have more than one blame loss which in <b>our</b> opinion <b>you</b> are responsible for in a three year period.
<b>Personal accident cover</b>	<b>We</b> will pay <b>you</b> or a <b>named insured person</b> or the applicable estate for <b>you</b> or a <b>named insured person</b> £30,000 for bodily injury in the event that an accident during the <b>period of insurance</b> involving an <b>insured vehicle</b> is the sole cause of: <ul style="list-style-type: none"><li>• death, or</li><li>• total loss of a limb, or</li><li>• loss of sight in one or both eyes.</li></ul> <b>We</b> do not provide this additional cover if the accident is caused directly or indirectly whilst <b>you</b> or a <b>named insured person</b> has a blood alcohol level exceeding the prescribed limit as decreed by the <b>United Kingdom</b> Road Traffic Act (or similar legislation of any other applicable country within the <b>territorial limits</b> ) or is under the influence of any illegal substance.
<b>Personal effects</b>	<b>We</b> will pay for <b>your</b> or a <b>household member's personal effects</b> in an <b>insured vehicle</b> that are lost or damaged due to an accident or to fire, theft or attempted theft during the <b>period of insurance</b> up to a total amount of £1,000. <b>We</b> do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a <b>Hiscox</b> 606, 506 or 505 Home and Contents insurance policy. <b>Your excess</b> does not apply to this additional cover.
<b>Personal registration plate cover</b>	If <b>your</b> or a <b>named insured person's vehicle</b> has a personalised registration number purchased from the DVLA and the <b>vehicle</b> is stolen during the <b>period of insurance</b> and not recovered, <b>we</b> will pay up to £5,000 to compensate <b>you</b> for the loss of the plate. If <b>we</b> pay under this additional cover the rights to the plate will become <b>ours</b> .
<b>Road fund licence</b>	If following a covered loss <b>your</b> or a <b>named insured person's vehicle</b> is declared a total loss <b>we</b> will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities.

## Section 8: Additional cover and benefits

### Trailers

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

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

### Trauma

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

### Uninsured drivers

If an **insured vehicle** is involved in an accident during the **period of insurance** and the other driver is not insured, **we** will not apply the applicable **excess** and **your** no claims discount will not be reduced. This only applies if we consider the accident not to be **your** or an **insured person's** fault.

## Section 9: Third party liability cover

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

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

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

### What is covered

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

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

### How much we will pay

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

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

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

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

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

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

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

### Special definitions applying to this section

<b>Appointed lawyer</b>	The lawyer who has been appointed to act for <b>you</b> under condition b) of insured incident 1. Motoring prosecution defence.
<b>Legal costs</b>	All reasonable and necessary costs charged by the <b>appointed lawyer</b> on a standard basis.
<b>Travel expenses</b>	The cost of <b>your</b> alternative transport supported by original official receipts to travel for social domestic and pleasure purposes and to and from <b>your</b> usual place of work.
<b>Territorial limits</b>	For insured incident 1, Motoring prosecution defence: The <b>European Union</b> , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, and Turkey (west of the Bosphorus).  For insured incident 2, Loss of Driving Licence: England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
<b>We, us, our</b>	In respect of this section of <b>your policy</b> , <b>DAS</b> .
<b>You, your</b>	The person named as the policyholder in the <b>schedule</b> and a spouse or partner that permanently resides with that person and a <b>named insured person</b> .
<b>What is covered</b>	<b>We</b> agree to provide the insurance in this section of the <b>policy</b> , keeping to the terms, conditions and exclusions as long as: <ul style="list-style-type: none"> <li>the insured incident happens during the <b>period of insurance</b> and within the <b>territorial limits</b>, and</li> <li>any legal proceedings will be dealt with by a court within the <b>territorial limits</b>.</li> </ul>
<b>Insured incidents</b>	
<b>1. Motoring prosecution defence</b>	<b>We</b> will pay <b>your</b> legal costs up to £50,000 to defend <b>your</b> legal rights if <b>you</b> are prosecuted for an offence committed, or allegedly committed, during the <b>period of insurance</b> in connection with using or driving any <b>insured vehicle</b> , but <b>you</b> must send a copy of <b>your</b> summons to <b>us</b> within seven days of receiving it.
What is not covered	Parking or obstruction offences.
Conditions	<ol style="list-style-type: none"> <li><b>We</b> can negotiate any claim on <b>your</b> behalf.</li> <li>If <b>we</b> agree to defend legal proceedings, <b>you</b> can choose an <b>appointed lawyer</b> by sending <b>us</b> the lawyer's name and address. <b>We</b> may choose not to accept <b>your</b> choice of lawyer, but only in exceptional circumstances. If <b>you</b> do not choose a lawyer, <b>we</b> will appoint one for <b>you</b>.</li> <li>An <b>appointed lawyer</b> will be appointed by <b>us</b> and will represent <b>you</b> according to <b>our</b> standard terms of appointment. The <b>appointed lawyer</b> must co-operate fully with <b>us</b> at all times.</li> <li><b>We</b> will have direct contact with the <b>appointed lawyer</b>.</li> <li><b>You</b> must co-operate fully with <b>us</b> and with the <b>appointed lawyer</b> and must keep <b>us</b> up to date with the progress of the claim.</li> </ol>

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

- f) **You** must give the **appointed lawyer** any instructions that **we** ask for.
- g) **You** must tell the **appointed lawyer** to have legal costs taxed or audited if **we** ask **you** to.
- h) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- i) If an **appointed lawyer** refuses to continue acting for **you**, or if **you** dismiss an **appointed lawyer**, the cover **we** provide will end at once unless **we** agree to appoint another **appointed lawyer**.
- j) If **you** do not give suitable instructions to an **appointed lawyer**, **our** cover will end at once.

### 2. Loss of driving licence

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

- a) **you** are convicted of a speeding offence under Section 89 of the **United Kingdom** Road Traffic Offenders' Act 1988; or
- b) **you** have 12 or more penalty points under the **United Kingdom** Road Traffic Offenders' Act 1988;

then **we** will pay **you** up to £150 per week, while **you** are disqualified, for up to 52 weeks to cover **travel expenses you** have paid.

#### What is not covered

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

#### Condition

**Your** claim must be fully supported by original official receipts.

#### Special exclusions applying to this section

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

#### Special conditions applying to this section

1. **You** must:
  - a) keep to the terms and conditions of this section of the **policy**;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - d) send everything **we** ask for in writing;
  - e) give **us** full details of **your** claim as soon as possible and give **us** any information **we** need.
2. If **we** disagree with **you** about the choice of **appointed lawyer**, or about the handling of a claim, **we** can choose another lawyer to decide the matter. **You** and **we** must both agree to the choice of this person in writing. All costs of resolving the disagreement must be paid by the party whose argument is rejected.  
If **you** remain dissatisfied, **you** can refer the disagreement to the Insurance Division of the Financial Ombudsman Service.

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

3. **We** can cancel this section of the **policy** at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section of the **policy** at any time as long as **you** tell **us** at least 14 days beforehand.
4. **We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by another **policy** if this section of the **policy** did not exist.

## Section 11: Motor legal expenses cover

Motor legal expenses cover is underwritten by Equity Red Star at Lloyd's and administered by **LawShield**.

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

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

### Special definitions applying to this section

<b>Insured incident</b>	Any accident occurring within the <b>territorial limits</b> and where there are reasonable prospects of recovering sustained losses from an identifiable party.
<b>Legal costs and expenses</b>	Fees, costs and disbursements reasonably incurred by <b>LawShield</b> , any <b>claims adjuster</b> , <b>solicitor</b> , or other appropriately qualified person appointed to act for the <b>named insured person</b> with <b>LawShield's</b> consent. The costs of any civil proceedings incurred by an opponent for which the <b>named insured person</b> may be liable by order of a court or by agreement with the consent of <b>LawShield</b> .
<b>Claims adjuster</b>	Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by <b>LawShield</b> to act for the <b>named insured person</b> .
<b>Solicitor</b>	The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the <b>named insured person</b> .
<b>Underwriters</b>	Equity Red Star at Lloyd's, 52 Leadenhall Street, London, EC3A 2BJ. Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. <b>You</b> can visit the FSA website, which includes a register of all regulated firms at <a href="http://www.fsa.gov.uk/register">www.fsa.gov.uk/register</a> . Alternatively <b>you</b> can contact the Financial Services Authority on 0845 606 1234.
<b>What is covered</b>	<b>LawShield</b> will cover the <b>legal costs and expenses</b> of pursuing civil claims arising from an <b>insured incident</b> relating to the use of an <b>insured vehicle</b> or any other vehicle attached and being towed by the <b>insured vehicle</b> .
<b>How much underwriters will pay</b>	<p>The maximum amount <b>underwriters</b> will pay in respect of all claims arising from the same <b>insured incident</b> is £100,000.</p> <p>Motor Legal Expenses Cover with <b>LawShield</b> has been arranged by <b>Hiscox</b> for <b>you</b>. <b>LawShield</b> service this part of <b>your policy</b> on behalf of the <b>underwriters</b>. <b>Hiscox</b> cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.</p>
<b>Special exclusions applying to this section</b>	<p>In addition to the <b>policy</b> general exclusions the following additional exclusions apply to this part of <b>your policy</b>.</p> <p><b>LawShield</b> shall not be liable for:</p> <ul style="list-style-type: none"><li>• <b>Legal costs and expenses</b> incurred prior to <b>LawShield's</b> acceptance of a claim.</li><li>• Claims arising from any deliberate, criminal act or omission by the <b>named insured person</b>.</li><li>• <b>Legal costs and expenses</b>, fines or other penalties which the <b>named insured person</b> is ordered to pay by a Court of Criminal Justice.</li><li>• Incidents involving an <b>insured vehicle</b> owned or driven by the <b>named insured person</b>, where the <b>named insured person</b> was not in possession of a valid <b>United Kingdom</b> driving licence or the <b>insured vehicle</b> was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.</li><li>• Motor vehicles used by or on behalf of the <b>named insured person</b> for racing, rallies, competitions or trials of any kind.</li></ul>

## Section 11: Motor legal expenses cover

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

**LawShield** shall be under no liability to pay for avoidable correspondence, nor for absence from work compensation or for travelling expenses or sustenance allowances of the **named insured person** (except to the extent that the **named insured person** may be specifically covered under the other sections of the **policy**). Nor for the **legal costs and expenses** incurred by the **named insured person** beyond those for which **LawShield** have given their approval in accordance with the terms and conditions of this **policy**.

**LawShield** shall be under no liability where the **named insured person** holds cover under any other policy to the extent that **LawShield** are or would but for this **policy** be, by the terms of such other policy, liable to indemnify the **named insured person** in respect of the subject matter of insurance.

**LawShield** shall not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in the **territorial limits**, except that **LawShield** will be responsible for reasonable costs incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the **territorial limits** against a defendant resident elsewhere.

**LawShield** shall not be liable for **legal costs and expenses** in respect of accidents occurring during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 90 days, unless **we** have agreed to extend coverage under the **policy** to apply to such trip.

### Special conditions applying to this section

Compliance by the **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.

**Legal costs and expenses** payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the **solicitor**.

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

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

The insurance under this section may be cancelled at any time at the request of **LawShield** or **Hiscox** in writing by sending seven days notice by recorded delivery to **you**.

### Claims notification

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

### Prospects of success

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

## Section 11: Motor legal expenses cover

### Representation

1. **LawShield** have the right through adjusters or solicitors to take over and conduct in the name of the **named insured person** the pursuit or settlement of any claims.
2. **LawShield** will have complete control over the conduct of legal proceedings. **LawShield** will nominate and appoint **solicitors** to act on behalf of the **named insured person** and to conduct in the name of the **named insured person** the prosecution, defence or settlement of any claim accepted under the terms of the **policy**. The **named insured person** does not have to accept the **solicitor** nominated by **LawShield**. If the **named insured person** is unable to agree a suitable **solicitor** with **LawShield** the **named insured person's** choice of **solicitor** may be referred to arbitration in accordance with the terms and conditions of the **policy**. In any event the **named insured person** must notify **LawShield** in writing of the full name and address of a **solicitor** who they wish to act for them. In the event of a dispute as to choice of **solicitor** pending arbitration, **LawShield** will nominate a **solicitor** to act on the **named insured person's** behalf to safeguard his or her interests. In the event that **LawShield** are the insurers of two or more parties in respect of one claim the **named insured person** may nominate **solicitors** of their own choice whose name and address should be submitted to **LawShield** prior to any **legal costs and expenses** being incurred.
3. In selecting their **solicitor** the **named insured person** shall have regard to the common law duty to minimise the cost of any legal proceedings.
4. Prior to **LawShield's** acceptance of the **named insured person's** nomination of a **solicitor**, or if the **named insured person** fails to nominate a **solicitor**, **LawShield** shall be entitled, but not bound, to instruct a **solicitor** on behalf of the **named insured person** if they consider this necessary to safeguard the **named insured person's** immediate interests.
5. In the event that the amount in issue does not exceed the arbitration limit, advice and assistance will be provided but representation at a court or tribunal is at the absolute discretion of **LawShield**. **Hiscox** may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

### Claims procedure

1. **LawShield** will, with the prior consent of the **named insured person**, make their own investigation into the case and may, subject to the final approval of the **named insured person** (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
2. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury, **LawShield** may investigate the circumstances of the claim and attempt to obtain settlement with the prior consent of the **named insured person** (such prior consent not to be unreasonably withheld). **LawShield** shall not be liable to provide representation on behalf of the **named insured person** at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.  
Notwithstanding the above, **LawShield** reserve the right to provide representation in the Small Claims Court if **LawShield** considers that it is appropriate in all the circumstances of the case for there to be such representation.
3. **LawShield** shall have direct access to the **solicitor** at all times and the **named insured person** shall co-operate fully with **LawShield** in all respects and shall keep **LawShield** fully and continually informed of all material developments in the legal representation of proceedings. At **LawShield's** request the **named insured person** shall instruct the solicitor to produce to **LawShield** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **LawShield** may require.
4. **LawShield's** written consent must be obtained prior to:
  - a) The instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience.

## Section 11: Motor legal expenses cover

- b) The instruction of Queen's Counsel.
  - c) The incurring of unusual expert's fees or unusual disbursements.
  - d) The making of an appeal.
5. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert or agent.
  6. The **named insured person** must co-operate fully with the appointed adjusters or **solicitors**.
  7. The **solicitor** or **named insured person** shall inform **LawShield** immediately in writing of any offer or payment into court made with a view to settling the claim.
  8. No agreement to settle on the basis of both sides paying their own costs is to be made without **LawShield's** approval.
  9. If any offer or payment into court is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, **LawShield** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs unless upon being notified of the offer of payment into court **LawShield** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **LawShield** shall have the right to require the **named insured person**, at **LawShield's** request, to instruct his or her **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer or payment into court made by an opponent or proposed by the **named insured person** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such agreement.
  10. At **LawShield's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
  11. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, **LawShield's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in the terms and conditions of the **policy**, but **LawShield** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
  12. If the **named insured person** unreasonably withdraws from a claim without the prior agreement of **LawShield**, then the legal costs and expenses will become the responsibility of the **named insured person** and **LawShield** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** **LawShield** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

### Recovery

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

### Arbitration

If any differences shall arise between **LawShield** and the **named insured person** as to the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at their written request such difference shall be decided by Counsel or a **solicitor** chosen jointly by **LawShield** and the **named insured person** and, in the absence of agreement, to be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the **solicitor** as he or she shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

## Section 12: European breakdown cover

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

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

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

### What is covered

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

### Special definitions applying to this section

#### Insured person(s)

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

#### Territorial limit

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

#### We, us, our

In respect of this section of **your policy**, **DAS**.

### Services provided

1. Emergency roadside repairs and home breakdown  
**We** will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs.
2. Vehicle recovery  
If the **insured vehicle** cannot be repaired within one hour at the scene of the breakdown, **we** will pay for the cost of transporting the **insured vehicle** and **insured person(s)** to a single destination, being either:
  - a. a suitable repairer; or
  - b. if the **insured person** wishes, their home address, provided it is nearer.
3. Getting **you** to **your** destination  
If the **insured vehicle** cannot be repaired on the same day as the breakdown, **we** will either:
  - a. pay the cost of transporting the **insured vehicle** or **insured person(s)** or both to a destination(s) within the **territorial limits** provided that the **insured person(s)** are transported to the same destination; or
  - b. arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **territorial limits**; or
  - c. arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one breakdown.

**You** must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one breakdown.

## Section 12: European breakdown cover

Conditions:

- i. **We** will only pay a maximum of £300 for any one breakdown.
- ii. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

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

### 4. Emergency message service

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

### When we cannot help

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

### Special exclusions

The breakdown of the **insured vehicle**

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

The cost of

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

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

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

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

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

### Special conditions applying to this section

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

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

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

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

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

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

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

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

**We** will not be responsible for any consequential loss in connection with a breakdown, no matter how it is caused.

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



For training and quality control purposes, telephone calls may be monitored or recorded.

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