

**People's Choice**



# Car Insurance

Optional Additional Products Booklet



Please keep this booklet with your  
Car policy documents in a safe place

The products in this booklet only apply if shown  
in your Car Insurance Statement of Price

# The Complete Package

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## These products only apply if shown in your Car Insurance Statement of Price

This additional products booklet contains the key facts and policy wording for all optional products we offer. Please check your Car Insurance Statement of Price to confirm which optional additional products you have on your policy. We strongly advise you read this booklet carefully for details of the cover provided by each optional product you have purchased.

## Summary of Optional Additional Products Available

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Motor Legal Protection	4
People's Choice Motor Breakdown	9
Personal Accident Insurance & Auto Extra/Road Rage Cover	21
Key Protection (Full wording despatched by Boomerang Tag)	27
Substitute Vehicle	29
Windows and Windscreen Insurance	35
Excess Protection Insurance Motor	39

For each optional additional product sold with your car insurance policy, you will enter into two separate contracts. The first contract is with us for arranging and administering your insurance policy on your behalf, and the second contract is with the insurer(s) for providing your insurance. A premium inclusive of Insurance Premium Tax shall be charged to you for both of these services.

If you would like to add any of the optional products detailed in this policy, please call our customer services team on **0844 879 3103**.

## Please keep in a safe place

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**This optional additional products booklet will apply for the length of your policy with us and will not be re-issued at renewal.**



# Caring For Our Customers

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## Important Numbers - If you need to make a claim:

Motor Legal Protection:	0844 8000722
People's Choice Breakdown	0844 335 0948 or 00 44 1737 815 876
Personal Accident Cover:	01243 621233
Key Protection:	0871 2301213
Substitute Vehicle:	0843 227 1339
Windscreen & Windows Insurance:	0800 1694677
Excess Protection Insurance:	0844 2259629

At People's Choice, we are committed to providing you with a first class service at all times. However, if any of the services we offer fall below the standard you would expect, you can contact us either by email, phone or letter and we will endeavour to resolve the matter as soon as possible

**Please note:** the processes laid out in this booklet are only for matters relating to the products shown above. Should you have any queries regarding your car policy and any related claims, please refer to your car policy booklet.

**By email:** [customerrelations@peopleschoice.com](mailto:customerrelations@peopleschoice.com)

**By phone:** 0844 879 3103

**By post** Customer Relations Department, Conquest House, Collington Avenue, Bexhill-on Sea, East Sussex TN39 3LW  
Should you wish to take the matter further, or speak to the provider directly, contact details are provided for each individual product within this booklet.

If you are still not satisfied, you may refer your complaint to The Financial Ombudsman Service (FOS) Service:

**By phone:** 0845 080 1800 or 0300 123 9 123 (from mobile or non BT Lines)

**By email:** [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

**By post:** The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

## Financial Services Compensation Scheme (FSCS)

People's Choice 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 arrangements is available from the FSCS. Information can be obtained on request:

**By phone:** 0207 892 7300

**By email:** [Enquiries@fscs.org.uk](mailto:Enquiries@fscs.org.uk)

**By post:** The FSCS, Lloyds Chambers, Portsoken Street, London E1 8BD



# Motor Legal Protection Insurance Policy Summary



The Policy Summary gives brief details of the benefits and cover that are available as part of your Motor Legal Protection contract. The full terms, conditions and exceptions of your Policy can be found in your Motor Legal Protection - Document of Insurance. When reviewing your Policy it should be read in conjunction with your Policy Schedule and Certificate of Motor Insurance.

This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a claim for the recovery of uninsured losses from the person responsible for the accident following a non-fault road traffic accident.

Insurer: AMTRUST EUROPE LIMITED

Period of Cover: Annual Policy. Refer to your Certificate for the effective dates.

## Policy Features & Benefits

### What is covered

Following an insured incident we will negotiate to recover an insured person's uninsured losses and costs and will help in appealing or defending an appeal.

If a lawyer is used, we will pay the legal costs for this. The most that we will pay for all claims that arise from the same insured accident is £100,000.

### How we help you

If you are involved in a motor accident which is not your fault, we will try to recover your uninsured losses from the person who caused the accident.

#### Uninsured losses can include the following:

- Compensation if you are injured and Compensation for your family if you are killed.
- Your policy 'excess' under your motor insurance policy.
- Reasonable charges for a replacement hire vehicle whilst yours is being repaired.
- Compensation for you not being able to use your vehicle.
- Repair cost if you do not have comprehensive motor cover.
- Compensation for damage to your clothes, luggage or personal belongings.



## Significant Policy Exclusions and Limitations

For full details please refer to Motor Legal Protection Document of Insurance on pages 6 to 8.

### What is not covered:

- ✘ Any claim reported to us more than 180 days after the date an insured person should have known about the accident.
- ✘ Any legal cost you have to pay before we agree to pay them.
- ✘ Any claim relating to a contract involving the insured vehicle.
- ✘ Any legal action an insured person takes which we or the lawyer have not agreed to or where the insured person does anything that hinders us or the lawyer.
- ✘ Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- ✘ Where proceedings are to be commenced in respect of an Insured Incident occurring within the Territorial Limits and outside of the United Kingdom, the Solicitor shall initiate proceedings within the courts of the United Kingdom only.

### Conditions – Point 7

- ✓ Any disagreement about the choice of solicitor or handling of the claim

## Caring for our customers

See page 3 for details

If your Legal Expenses Insurance complaint isn't resolved or you wish to contact the insurer directly you can write to AmTrust Europe Limited, Market Square House, St James Street, Nottingham, NG1 6FG.

Tel no 0115 941 1022.

If we are unable to resolve your complaint you may refer the dispute to the Financial Ombudsman Service.

See page 3 for details

## Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme.

See page 3 for details

## Policy Cancellation Rights

We hope that you are happy with the cover that this policy provides. However, you have a right to cancel the policy within 14 days of taking it out, or renewing it (or within 14 days of receiving the policy or renewal documentation if later) and receive a full premium refund unless you have made a claim, in which case no refund will be given.

The policy will be automatically cancelled if your Private Car Insurance policy with People's Choice is cancelled. No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please call our Customer Service line on 0844 879 3103.

## Reporting Claims

In the event of you needing to make a claim, contact our claims advisors on 0844 8000722, where you will be assisted and advised of any further action you may need to take.



# Motor Legal Protection – Document of Insurance

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If **You** have selected this cover as an additional product for **Your** policy, the following shall apply. **Your** Car Insurance Statement of Price will show if this product has been selected.

The motor legal protection cover provided by this policy is administered by People's Choice on behalf of AmTrust Europe Limited. Should **You** need to use this service, People's Choice will provide **You** with the details of the **Solicitor** dealing with **Your** claim.

## The cover

- ✓ The **Insured Incident** happens during the period of insurance and within the **territorial limits**;
- ✓ any legal proceedings will be dealt with by a court or other body which **We** agree to in the territorial limit of the underlying motor policy; and
- ✓ A greater than 50% probability of recovery in **Your** civil claim exists in **Our** opinion.

## Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this insurance:

<b>Insurer</b>	AmTrust Europe Limited which is authorised and regulated by the Financial Services Authority.
<b>Insured Incident</b>	Any road traffic accident (excluding claims for theft or fire) covered by the underlying policy of insurance which is caused by a collision with or action taken in an attempt to avoid a collision between the <b>Insured Vehicle</b> and a third party vehicle or bicycle, which results in damage to the <b>Insured Vehicle</b> , or any injury to or death of an <b>Insured Person</b> whilst in, on or mounting or dismounting from the <b>Insured Vehicle</b> .
<b>Insured Person</b>	The person to whom this insurance has been issued and who has paid or promised to pay any premium and any authorised driver named in the underlying certificate of insurance or passenger carried in or on the <b>insured vehicle</b> .
<b>Insured Vehicle</b>	The motor car, specified in the underlying policy of motor insurance taken out by the <b>Insured Person</b> .
<b>Legal Costs</b>	All reasonable and necessary costs charged by the <b>Solicitor</b> up to the standard rates as set by the courts. Also the costs <b>Your</b> opponents have incurred if <b>You</b> have to pay them, or pay them with <b>Our</b> agreement.
<b>Solicitor</b>	The <b>Solicitor</b> or other suitably qualified person appointed by <b>Us</b> under this policy to act for <b>You</b> .
<b>Territorial Limits</b>	The United Kingdom, Channel Islands, Austria, Belgium, Finland, The Federal Republic of France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden and Switzerland provided that the <b>Insured Person</b> has arranged a Green Card where recommended through the <b>Insurer</b> who has issued the underlying motor insurance policy.
<b>We, Us, Our</b>	AmTrust Europe Limited and/or People's Choice.
<b>You/Your</b>	The person who is the policyholder of the motor policy.

## What is covered

- ✓ Following an **Insured Incident**, **We** will negotiate to recover an **Insured Person's** uninsured losses and costs and will help in appealing or defending an appeal.
- ✓ If a **Solicitor** is used, **We** will pay the **Legal Costs** for this.
- ✓ The most **We** will pay for all claims that arise from the same **Insured Incident** is £100,000.



## What is not covered

- ✘ Any claim reported to **Us** more than 180 days after the date an **Insured Person** should have known about the **Insured Incident**.
- ✘ Any **Legal Costs You** have to pay before **We** agree to pay them.
- ✘ Any claim relating to a contract involving the **Insured Vehicle**
- ✘ Any disagreement with **Us** that is not covered by condition 7.
- ✘ Any legal action an **Insured Person** takes which **We** or the **Solicitor** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Solicitor**.
- ✘ Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- ✘ Any counter claim.
- ✘ Where proceedings are to be commenced in respect of an **Insured Incident** occurring within the Territorial Limits and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

## Conditions

1. An **Insured Person** must do the following:
  - Keep to the terms and conditions of this policy.
  - Take reasonable steps to keep any amount **We** have to pay as low as possible.
  - Try to prevent anything happening that may cause a claim.
  - Send everything **We** ask for, in writing.
  - Give **Us** full details of any claim as soon as possible and any information **We** need.
2. a. **We** can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time before a **Solicitor** is appointed. **We** can negotiate any claim on behalf of an **Insured Person**.
- b. If **We** agree to start legal proceedings, or if there is a conflict of interest, an **Insured Person** can choose a **Solicitor** by sending **Us** the **Solicitor's** name and address. **We** may choose not to accept the choice of **Solicitor**, but only in exceptional circumstances. If there is a disagreement over the choice of **Solicitor**, another **Solicitor** can be appointed to decide the matter (see condition 7).
- c. Before an **Insured Person** chooses a **Solicitor**, **We** can appoint a **Solicitor**.
- d. A **Solicitor** will be appointed by **Us** and represent an **Insured Person** according to their standard terms of appointment. The **Solicitor** must co-operate fully with **Us** at all times.
- e. **We** will have direct contact with the **Solicitor**.
- f. An **Insured Person** must co-operate fully with **Us** and with the **Solicitor** and must keep **Us** up to date with the progress of the claim.
- g. An **Insured Person** must give the **Solicitor** any instructions that **We** ask for.
3. a. An **Insured Person** must tell **Us** if anyone offers to settle a claim.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
- c. An **Insured Person** must not negotiate or agree to settle a claim without **Our** approval.
- d. **We** may decide to pay an **Insured Person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
4. a. If **We** ask, an **Insured Person** must tell the **Solicitor** to have **Legal Costs** taxed, assessed or audited.
- b. An **Insured Person** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
5. If a **Solicitor** refuses to continue acting for an **Insured Person**, or if an **Insured Person** dismisses a **Solicitor**, the cover **We** provide will end at once, unless **We** agree to appoint another **Solicitor**.
6. If an **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to the **Solicitor** the cover **We** provide will end at once.
7. If **We** and an **Insured Person** disagree about the choice of **Solicitor**, or about the handling of a claim, **We** and the **Insured Person** can choose another **Solicitor** to decide the matter. **We** must both agree to this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second **Solicitor**, **We** will ask the president of a relevant national law society to choose a **Solicitor**. This third party's decision will be binding and the party who does not win will have to pay the costs.

## How we help you

If **You** are involved in a motor accident which is not **Your** fault, **We** will try to recover **Your** uninsured losses from the person who caused the accident. Uninsured losses can include the following:

- Compensation if **You** are injured and compensation for **Your** family if **You** are killed.
- **Your** policy 'excess' under **Your** motorcar insurance policy.
- Reasonable charges for a replacement hire vehicle whilst **Yours** is being repaired.
- Compensation for **You** not being able to use **Your Insured Vehicle**.
- Repair costs if **You** do not have comprehensive motorcar cover.
- Compensation for damage to **Your** clothes, luggage or personal belongings.

If **We** believe there is little chance of recovering **Your** uninsured losses, **We** will advise **You** against proceeding. If **You** appoint a **Solicitor** before **We** have agreed, **We** will not pay the costs involved.

## How to claim

If **You** propose to take any action that may result in a claim or possible claim **You** must contact **Us** as soon as possible on 0844 8000 722.

## Cooling off period

Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a claim **You** can contact **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

## Cancellation

Written confirmation of the cancellation of the policy may be given at any time by **You** or by **Us**. **We** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. If **You** do not exercise **Your** right to cancel within the cooling off period the policy premium becomes due, **You** may not be entitled to a refund of premium and the policy may run for its full term. This policy will be automatically cancelled if **Your** Private Car policy with People's Choice is cancelled. No refund will be given unless the cancellation is within the 14 day period described above. If **You** wish to cancel **Your** policy, please call **Our** Customer Service Department on 0844 879 3103.

## Caring for our Customers

See page 3 for details

If **Your** Legal Expenses Insurance complaint isn't resolved or **You** wish to contact the **Insurer** directly **You** may contact, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

Tel no 0115 941 1022.

If **You** are still not satisfied **You** can contact the Financial Ombudsman Service

See page 3 for details

## Whole agreement

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme.

See page 3 for details

This policy is provided by: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered Company No. 01229676. Tel 0115 941 1022. Authorised and regulated by the Financial Services Authority. Registered No. 202189.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234. Signed for and on behalf of AmTrust Europe Limited.





# People's Choice Motor Breakdown Policy Summary

Some important facts about your Breakdown insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Statement of Demands and Needs

**Insurer** Inter Partner Assistance SA. The period of cover is stated in your Statement of Demands and Needs.

This Policy covers breakdown assistance for the specific vehicle(s) as set out in the accompanying Statement of Price.

Policy Cover	Sections applicable to your cover				
	A	B	C	D	E
People's Choice Roadside	✓			✓	
People's Choice Roadside & Recovery	✓	✓		✓	
People's Choice Roadside, Recovery & Home Service	✓	✓	✓	✓	
People's Choice Roadside, Recovery, Home Service and European Cover	✓	✓	✓	✓	✓

Significant features and benefits and significant and unusual exclusions or limitations for this policy are shown below.

## General exclusions that apply to all parts of this policy:

Any breakdown that happens during the first 24 hours after you take out cover for the first time, except for benefits shown under section A, which are available immediately.

These sections will only apply if it is shown on your current Statement of Price and if the premium has been paid.

## Roadside – see Section A in your Document of Insurance

If your vehicle is immobilised by a breakdown we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed we will arrange for the vehicle to be taken to a local garage to be repaired at your cost.

### What is covered:

- ✓ Transport to a local garage is for the vehicle, driver / rider and passengers (Up to the maximum number of passengers recommended by your vehicle manufacturer).

### What is not covered:

- ✗ A breakdown at or within 1 mile away from your home is not covered.

## UK Recovery – see Section B in your Document of Insurance

As well as the benefits above, if your vehicle cannot be repaired at the roadside or at a local garage the same day we will arrange one of the following:

- for the vehicle, driver / rider and passengers to be taken to your destination or home or
- bed and breakfast accommodation for one night; or
- hire of another vehicle;

emergency driver / rider is also available under this section.

**What is covered:**

- ✓ Within the UK only (Up to the maximum number of passengers recommended by your vehicle manufacturer)
- ✓ Bed and breakfast is limited to a maximum of £40 per person (£160 in total).
- ✓ The hire vehicle is only up to 1600cc for a period of 24hours.
- ✓ A medical certificate is required before an emergency driver / rider is provided.

**What is not covered:**

- ✗ A breakdown at or within 1 mile away from your home is not covered.

## Home Service – see Section C in your Document of Insurances

If your vehicle is immobilised by a breakdown including at or within one mile of your home, we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed we will arrange for the vehicle to be taken to a local garage to be repaired at your cost.

**What is covered:**

- ✓ Transport to a local garage is for the vehicle, driver / rider and passengers. (Up to the maximum number of passengers recommended by your vehicle manufacturer)

## Misfuelling in the UK – see Section D in your Document of Insurance

If you misfuel your vehicle we will arrange and pay for your vehicle to be drained and flushed of the contaminated fuel and refuel up to ten litres of the correct fuel.

**What is covered:**

- ✓ Up to a maximum of £250

**What is not covered:**

- ✗ Mechanical or component damage to your vehicle whether or not caused as a result of misfuelling

## European Assistance – see Section E in your Document of Insurance

If your vehicle is immobilised by a breakdown in Europe (including the UK part of your journey) we will arrange for a vehicle rescue operator to spend up to one hour to try to fix it. If it cannot be fixed we will arrange for the vehicle to be taken to a garage to be repaired at your cost. It also includes:

1. Delivery of replacement parts.
2. Alternative travel arrangements
3. Emergency car hire.
4. Emergency accommodation
5. Emergency driver / rider
6. Vehicle recovery to the UK.



## What is covered:

Transport to a local garage is for the vehicle, driver / rider and passengers. (Up to the maximum number of passengers recommended by your vehicle manufacturer)

Labour charges and parts up to £200 are included to make your vehicle secure following theft or attempted theft of the vehicle.

1. The cost of the parts is not covered.
2. Limited travel for you and your passengers to your intended destination
3. Car hire up to £70 per day and £750 in total.
4. B&B expenses up to £40 per person per day and £500 in total
5. A medical certificate is required before this benefit is provided.
6. If your vehicle is not repaired before your planned return to the UK, cover includes transport costs to get you, your passengers and your vehicle home.

## Cancellation Rights

If you find that this cover does not meet your needs, please contact People's Choice customer service on 0844 879 3103 within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium provided you have not made any claims.

No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please call our Customer Service Line as above. **This policy will be automatically cancelled if your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.**

## Making a Claim

If you need Breakdown Assistance in the UK, please call: **0844 335 0948**

If you need European Breakdown Assistance please call: **0044 1737 815 876**

You should have the following information available:

- vehicle registration number,
- your name and home post code,
- your Motor policy number,
- vehicle make, model and colour,
- your location,
- an indication of the nature of the problem.

## Caring for our customers

See page 3 for details

In the unlikely event that **You** remain dissatisfied or if **You** wish to contact the insurer directly **You** can write to the Quality Manager at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

After this action if **you** are still not satisfied with the way a complaint has been dealt with **You** may refer Your complaint to the Financial Ombudsman Service.

See page 3 for details

Making a complaint will not affect **your** right to take legal action

## Financial Services Compensation Scheme (FSCS):

**We** are members of the FSCS. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance.

See page 3 for details

# People's Choice Motor Breakdown Document of Insurance

## Details of your cover

The cover shown in the following sections are only included if shown on your Car Insurance Statement of Price, or if purchased mid-term, on your Statement of Demands and Needs.

Policy Cover	Sections applicable to your cover						
	A	B	C	D	E	F	G
People's Choice Roadside	✓			✓		✓	✓
People's Choice Roadside & Recovery	✓	✓		✓		✓	✓
People's Choice Roadside, Recovery & Home Service	✓	✓	✓	✓		✓	✓
People's Choice Roadside, Recovery, Home Service & European Cover	✓	✓	✓	✓	✓	✓	✓

## Status disclosure

This policy is administered by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR,

This policy is provided on behalf of and administered by People's Choice which is authorised and regulated by the Financial Services Authority (FSA Number 311492. Its registered office is at Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW. It is registered in England and Wales no: 03116518

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA) (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. (Company number FC008998)

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

## Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying Statement of Price. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to work.

## Cancellation Rights

If you find that this cover does not meet your needs, please contact Hastings customer service on 0844 879 3103 within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium provided you have not made any claims.

No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please call our Customer Service Line as above. **This policy will be automatically cancelled if your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.**

## Meaning of words

Wherever the following words and phrases appear in bold in this document and in this document, they will always have the following meanings.

### 1. We, Us, Our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act section of this policy '**we**' also means People's Choice.



## 2. Vehicle Policy

This policy covers breakdown assistance for the specific **vehicle(s)** shown on **your** Statement of Price. These are the only **vehicle(s)** that this cover applies to.

## 3. You, Your, Driver / Rider

Respectively, the policyholder(s) named on the Certificate of Insurance or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (The number of passengers must not exceed the manufactures recommendation).

## 4. Vehicle(s)

**Vehicle** means the private car, motorcycle or light commercial vehicle which is under 20 years of age (11 years within Europe) and which is:

- no longer than 6 metres;
- no heavier than 3,500 kilograms
- not higher than 3 metres;
- no wider than 2.25 metres
- shown on your policy schedule

If the **vehicle you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.25 metres wide.

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

## 5. Your Home

The last address (in the UK) **you** gave to Hastings Direct as being where **you** permanently live or where **you** keep **your vehicle**.

## 6. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery; or
- it having no fuel

## 7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man, Jersey, Guernsey.

**For European breakdown cover-section E only this also includes** Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City and other islands that belong to these countries and that are in Europe.

## 8. Period of cover

The period of time which the insurance applies to and that is shown on **your** Statement of Demands and Needs

## 9. Journey:

A trip between **your** home in the UK and a place abroad, within the **territorial limits**. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of cover.

## 10. Luggage:

Suitcases or other bags that contain personal belongings for **your journey**.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections F and G.



## How to claim

To get UK emergency help phone: **0844 335 0948**

**PLEASE NOTE THAT YOU MAY INCUR A CHARGE IF YOU USE A MOBILE PHONE TO CALL**

If **you** need Breakdown Assistance in Europe, please call: **00 44 1737 815 876**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to **00 44 07624 808266**

**You** should have the following information available:

- The vehicle's registration number.
- **Your** name, home postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

## Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number. You will only be able to claim the services we provide by contacting the emergency helpline number.

## Section A – Roadside

The cover in this section will only apply if it is shown on your current Statement of Price and if the premium has been paid.

### What is covered

- ✓ If the **vehicle** breaks down more than 1 mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- ✓ If the **vehicle** cannot be made safe to drive/ride at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver/rider** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacturer) to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.

### What is not covered

- ✗ A **breakdown** at or within 1 mile from **your home**.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## Section B – Roadside and UK Recovery

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on your current Statement of Price and if the premium has been paid.

### What is covered

If the vehicle cannot be made safe to drive/ride at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options:

**Option 1:** roadside and UK recovery: we will take the **driver/rider** and passengers, (up to the maximum number of passengers recommended by your vehicle **manufacturer**) together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your** home address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one journey.

**Option 2:** overnight accommodation: **we** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a maximum of £160).

**Option 3:** 24-hour UK hire vehicle: **we** will pay for a hire **vehicle** (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire **vehicle** and collecting your repaired vehicle. **You** must meet the conditions of the hire-car company to be able to hire a car.



## Emergency Driver/Rider:

In addition to the benefits above, if the **driver rider** cannot drive/ride because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive/ride the **vehicle**, **we** will provide, and pay for, a **driver /rider** to finish the journey or return the **vehicle** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacture) to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver/rider** before **we** provide this benefit.

### What is not covered

- ✗ A breakdown at or within 1 mile from **your home**.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## Section C – Home Service

The cover in this section applies in addition to the cover shown in Sections A and B. It will only apply if it is shown on **your** Statement of Price and if the premium has been paid.

### What is covered

- ✓ If the **vehicle** breaks down anywhere at or within 1 mile from **your home**, **we** will arrange and pay for a breakdown **vehicle** to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- ✓ If the **vehicle** cannot be made safe to drive/ride at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver/rider** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacturer) to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

### What is not covered

- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## Section D – Misfuelling in the UK

The cover in this section applies in addition to the cover shown in Sections A, B and C. It will only apply if it is shown on **your** Statement of Price and if the premium has been paid.

### What is covered

- ✓ Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- ✓ Recovery of the vehicle, the driver/rider and passengers (up to the maximum number of passengers recommended by your vehicle manufacturer) to the nearest repairer to drain and flush the fuel tank.
- ✓ Replenishing the fuel tank with 10 litres of the correct fuel.
- ✓ Up to a maximum value of £250 per claim.

### What is not covered

- ✗ **You** will be responsible for paying any costs in excess of £250 per claim.
- ✗ Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- ✗ Where misfuelling occurs outside the UK.
- ✗ Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- ✗ Mechanical or component damage to **your vehicle** whether or not caused as a result of **misfuelling** or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
- ✗ Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of **misfuelling**.
- ✗ Any **vehicle** or **vehicles** other than the **vehicle** or **vehicles** listed on the policy schedule.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)



## Section E – European Cover

The cover in this section applies in addition to the cover shown in Sections A, B, C, and D. It will only apply if it is shown on **your** Statement of Price if the premium has been paid.

### E1 - Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as **you** break down during **your journey**.

### E2 - Help at the roadside and towing in Europe

- ✓ If **your vehicle** breaks down, **we** will arrange and pay for a breakdown **vehicle** to come to where the **vehicle** is for up to one hour to try to get the vehicle working again.
- ✓ If **your vehicle** cannot be made safe to drive/ride at the place **you** have broken down, **we** will arrange and pay for **your vehicle**, the **driver/rider** and passengers (up to the maximum number of passengers recommended by **your vehicle** manufacturer) to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.
- ✓ After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure.

#### What is not covered

- ✗ **We** will not pay any amounts for making the **vehicle** secure once **you** have returned to the UK
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

### E3 - Delivering replacement parts

#### What is covered

- ✓ If replacement parts are not available locally to repair the **vehicle** after a breakdown, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

#### What is not covered

- ✗ The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **we** agree is suitable.
- ✗ Any amount for getting parts, if the replacement parts can be bought locally.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)





## E4 - Not being able to use your vehicle

### What is covered

If during **your** journey **your vehicle** breaks down and it is not safe to drive/ride, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

- ✓ To move **you**, **your** passengers and luggage to where you were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**: or
- ✓ The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company: or
- ✓ **We** will pay for bed and breakfast costs of up to £40 for each person each day (£500 in total for everyone in **your** group) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

### What is not covered

- ✗ The cost of fuel or lubricants **you** use in the hire vehicle.
- ✗ Replacement parts.
- ✗ Any insurance **you** have to pay to the hire-car company.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## E5- If you become ill or injured and can't drive/ride

### What is covered

- ✓ If, during the **journey**, the **driver/rider** cannot drive/ride because of an injury or illness, and there is no one else able or qualified to drive/ride the **vehicle**, **we** will provide, and pay for, a **driver/rider** to finish the journey or return the vehicle and passengers to the place **you** were originally travelling from. **You will** need to provide a medical certificate for the **driver/rider** before **we** provide this benefit.

### What is not covered

- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## E6 - If you can't use your own vehicle to get home

### What is covered

If after a **breakdown your vehicle** is still not repaired or safe to drive/ride when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**. **We** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

**We** will then choose the most appropriate solution from the following options:

- ✓ take **your vehicle** to **your home** or **your** chosen repairer in the UK or
- ✓ pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

### What is not covered

- ✗ Any costs **you** would have paid anyway for travelling **home**.
- ✗ The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the breakdown.
- ✗ The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)



## Section F – General exclusions that apply to all parts of this policy

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel unless **you** are covered under Section D .
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
8. Any toll or ferry fees incurred by the **driver/rider** or the driver of the recovery **vehicle**.
9. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
12. Loss or damage to personal possessions **you** leave in **your vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the vehicle, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs for **vehicles** that have broken down or were not safe to drive / ride when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver/rider** is not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel.
16. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
18. Recovering the **vehicle** when it is carrying more than a **driver/rider** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the vehicle than it was designed to carry or **you** are driving on unsuitable ground.
19. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 6 metres, higher than 3 metres or wider than 2.25 metres.
20. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
21. **We** will not be responsible for any goods the **vehicle** is carrying and it is **your** responsibility to organise the recovery or removal of these goods.
22. Any claim that comes from:
  - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive/ride in the UK; or
  - any person driving the **vehicle**, if they are not authorised by **you** to drive/ride the **vehicle** or are not keeping to the conditions of their driving licence.
23. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
24. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, revolution or any similar event.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
27. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
28. In the event of misfuelling **you** will be entitled to recovery only.



## Section G – General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be under 20 years old since first registration (11 years since first registration for assistance within Europe) and must not be carrying any more passengers than the manufacturers recommended limit.
2. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
3. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
4. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the vehicle at the time **we** say **we** expect to be there.
5. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
6. **You** will have to pay the cost of moving the **vehicle** or a repair vehicle coming out to **you** if, after asking for help which you are entitled to, the **vehicle** is moved or repaired in any other way.
7. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
8. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
9. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel.
10. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
11. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive/ride the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be taken to a suitable facility to enable a permanent repair to be carried out.
12. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
13. **You** will have to pay for any parts or other products used to repair the **vehicle**.
14. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
15. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than five claims in total for a Vehicle Policy. If **you** need **our** help more than the number of claims allowed on **your** policy in a 12-month period of cover or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
16. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
17. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one breakdown, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your** vehicle.
18. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as yours, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
19. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
20. **We** may cancel this policy by giving you 7 days notice by recorded delivery to **your** last known UK address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.
21. No refund will be given unless the cancellation is within the 14 day cooling off period.
22. **This policy will be automatically cancelled if your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period.**



## Caring for our customers

See page 3 for details

In the unlikely event that **You** remain dissatisfied or if **You** wish to contact the insurer directly **You** can write to the Quality Manager at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

After this action if **you** are still not satisfied with the way a complaint has been dealt with **You** may refer Your complaint to the Financial Ombudsman Service.

See page 3 for details

Making a complaint will not affect **your** right to take legal action

## Financial Services Compensation Scheme (FSCS):

**We** are members of the FSCS. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance.

See page 3 for details

## Data Protection Act

**We** will keep details of **you**, **your** breakdown cover and claims to help us deal with **your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

**We** may store, use and process your personal information in order to administer **your** policy and provide **you** with **our** services, and keep **our** records about **you** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to:

Data Protection Officer  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, UK  
RH1 1PR,

Please let us know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

**We** monitor and record phone calls to help maintain our quality standards and for security purposes.

## Alternative Format

Please contact **us** on **0844 879 3103** if **you** would like a copy of these terms and conditions in alternative format such as large print or audio.



# Personal Accident Insurance & Auto Extra/Road Rage Cover for Private Cars

## About this document

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the insurance document.

## Insurer

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.

## Type of insurance and cover

Equity Red Star offers Personal Accident Auto Extra & Road Rage insurance cover for Private Cars.

Cover specific features and benefits (referenced to the sections contained in the insurance document or any endorsement to the document)

## Personal Accident

We will pay the sum insured selected and shown in the schedule if an insured person suffers loss, damage, death or bodily injury whilst driving or travelling in the insured vehicle during the period of insurance which results in any of the following:

- ✓ Accidental Death
- ✓ If the **Insured Person** and/or any passenger is under 16 years of age the Accidental Death benefit is limited to £7,500
- ✓ Total and irrecoverable Loss of sight in one or both eyes
- ✓ Loss of a limb or limbs
- ✓ Loss of hearing
- ✓ Loss of speech
- ✓ Permanent total disability

## Additional benefits in the event of a road rage assault or “car jacking”

- ✓ Hospital daily cash benefit in the event of assault of £100 per day but not beyond 30 days
- ✓ Emergency dental treatment in the event of assault up to £250
- ✓ Clothing & personal effects in the event of assault up to £750
- ✓ Five sessions of stress counselling following a claim for bodily injury

## Significant Policy Exclusions and Limitations

Personal Accident - We will not pay the following:

- ✗ Any amount over the accident accumulation limit.
- ✗ 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.

We will not pay the following in the event of a road rage assault or “car jacking”:

- ✗ Hospital daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in hospital.
- ✗ Emergency dental treatment for the first £25 of each and every loss
- ✗ Clothing & personal effects:
  - the first £25 of each and every claim,
  - motor vehicles and their accessories;
  - theft, unless the insured vehicle is stolen at the same time, or as a result of the use of force and violent means
  - damage caused by wear, tear or any gradually operating cause;
  - loss of money, stamps, tickets, documents or securities, goods or samples;
  - property insured under any other insurance.

## Special Conditions applying to Personal Effects

- a) The most we will pay for any single article is £300;
- b) Where an article is under two years old and proof of purchase can be provided, we will pay the full replacement value, subject to the policy conditions. For items over two years old, we will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

We will not pay a claim if an **Insured Person**:

- ✗ has attained 80 years of age
- ✗ is not normally resident in the United Kingdom
- ✗ is using the vehicle for hire or reward, racing competitions, rallies, trials, speed testing or in connection with the motor trade.
- ✗ Is riding a motorcycle or moped
- ✗ Deliberately exposes themselves to exceptional danger (except in an attempt to save human life), or the **Insured Persons** own criminal act, or is under the influence of alcohol or drugs
- ✗ Commits or attempts to commit suicide or intentionally inflicts self injury, while sane or insane.

## Period of insurance

The insurance offered is normally a 12-month contract, which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

### Cancellation

**You** may cancel the insurance at any time by sending **Us** written notice and returning the insurance documents. This insurance runs concurrently with your Motor Insurance Policy. In the event of cancellation or non-renewal

#### Your right to change your mind:

**You** may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. We will refund your premium in full so long as a claim has not been paid and a claim is unlikely to be made

### How to claim

If a claim occurs you must report it to Cega as soon as possible. Please phone us on 01243 621233.

### Caring for our customers

See page 3 for details

If you are still not satisfied with the way a complaint has been dealt with or you wish to contact the insurer directly, you should write to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London EC3A 2BJ. When you do this, quote your insurance document number, as it will help us to deal with your complaint promptly.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you should refer your case to Lloyd's. The address is Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

See page 3 for details

These procedures do not affect your right to take legal action if necessary.

### Financial Services Compensation Scheme (FSCS)

If Equity Red Star is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS.

See page 3 for details

### Language and Law applying to the insurance

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, English law will apply to this insurance.



# Evidence of Cover Personal Accident Insurance & Auto Extra/Road Rage Cover for Private Cars

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Arranged by: Hastings Insurance Services Limited T/as People's Choice, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW

Please read this document. If it is incorrect, please return it immediately to the issuing agent for alteration. In all communications your client reference number shown on your documents should be quoted.

## The contract of insurance

This document, your statement of demands and needs and any endorsements 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. We may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss, damage, death or disability that happens during any period of insurance for which you have 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 insurance is provided by certain underwriters at Lloyd's under Contract number PA201 granted to **Equity Red Star** (Accident & Health) Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

**Language:** This Insurance is written in English and all communications about it will be in English.

**Governing Law:** The cover referred to in this Certificate is subject to English Law.

**Period of Insurance:** 12 months or until termination of the attaching motor insurance policy if earlier.

## Caring for our Customers

See page 3 for details

If after doing this you are not satisfied with the way your complaint has been dealt with, or you wish to contact the insurer directly, you may write to: Chief Executive, **Equity Red Star**, 52 Leadenhall Street, London, EC3A 2BJ

If you are still not satisfied with the way a complaint has been dealt with you may ask Lloyds to review your case. Their address is: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3 7HA. Phone: 020 7327 5693

Fax: 020 7327 5225, E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS).

See page 3 for details

These procedures would not affect your rights to take legal action if necessary.

## Claims Procedure

If you need to make a claim, please contact:

Cega Claims Service, PO Box 127, Chichester, West Sussex, PO18 8QW

Telephone: 01243 621233 Fax: 01243 621035

Email: [claims@cegagroup.com](mailto:claims@cegagroup.com)

You must report any claim as soon as possible. If possible your Evidence of Cover document should be sent when notifying a claim as this will expedite prompt handling of the claim.



## Definitions

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

<b>Accident</b>	means any <b>Bodily Injury</b> which is caused by a sudden, unexpected specific event occurring at a time and place following a road incident within the <b>Territorial Limits</b> .
<b>Assault</b>	means a sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause <b>Bodily Injury</b> at an identifiable time and place following a road incident within the <b>Territorial Limits</b> .
<b>Bodily Injury</b>	means a physical injury during the <b>Period of Insurance</b> , resulting solely and independently from an <b>Accident</b> or <b>Assault</b> which within 12 months from the date of the <b>Accident</b> results in the <b>Insured Person's</b> death or disability.
<b>Car-Jacking</b>	The unlawful theft or seizing of the <b>Insured Vehicle</b> by violence and force whilst an <b>Insured Person</b> occupies it.
<b>Emergency Dental Treatment</b>	means emergency treatment to natural teeth within 7 days of the incident.
<b>Equity Red Star</b>	<p><b>Equity Red Star</b> is made up of Lloyd's underwriters who have insured <b>You</b> under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. <b>You</b> can ask <b>Us</b> for the names of the underwriters and the share of the risk that each has taken on.</p> <p><b>Our</b> regulatory status: <b>Equity Red Star</b> is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms (<a href="http://www.fsa.gov.uk/register">www.fsa.gov.uk/register</a>) or <b>You</b> can contact the Financial Services Authority on 0845 606 1234. <b>Our</b> FSA registration number is 204851.</p> <p>Equity Syndicate Management Ltd is Registered in England and Wales No. 426475. Registered Office: Library House, New Road, Brentwood, Essex, CM14 4GD.</p> <p><b>We</b> are members of the Financial Services Compensation Scheme (FSCS). <b>You</b> may be entitled to compensation from the scheme if <b>We</b> are unable to meet <b>Our</b> liabilities 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. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>.</p>
<b>Hospital</b>	means 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.
<b>Insured Person</b>	means <b>You</b> and any other person entitled to drive the <b>Insured Vehicle</b> and passengers(s).
<b>Insured Vehicle</b>	means any private motor car defined in <b>Your</b> Motor Insurance Policy.
<b>Loss of Hearing</b>	total and permanent loss of hearing
<b>Loss of Limb(s)</b>	means the loss of a hand or foot by physical severance or total <b>Loss of Use</b> of an entire hand or foot.
<b>Loss of Sight</b>	means the permanent and total <b>Loss of Sight</b> which <b>We</b> consider as having happened: <ul style="list-style-type: none"><li>● in both eyes, if an <b>Insured Person's</b> name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or</li><li>● in one eye if, after correction, the degree of sight an <b>Insured Person</b> 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).</li></ul>
<b>Loss of Speech</b>	total and permanent loss of speech
<b>Loss of Use</b>	means the total and irrecoverable loss of use where the loss is continuous for 12 months and such loss is deemed permanent and beyond possibility of improvement.
<b>Period of Insurance</b>	means the period of time covered by this insurance.
<b>Permanent Total Disablement</b>	means disablement which entirely prevents an <b>Insured Person</b> 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 referee, shows no sign of ever improving.
<b>Personal Effects</b>	means articles worn, used or carried by an <b>Insured Person</b> , excluding motor vehicles and their accessories.





## Definitions continued

<b>Territorial Limits</b>	means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in Europe in the <b>Period of Insurance</b> .
<b>We, us, our</b>	means <b>Equity Red Star</b> .
<b>You, your</b>	means the policyholder

## The Cover

**We** will pay up to the sum insured shown if an **Insured Person** suffers loss, damage, death or **Bodily Injury** whilst driving or travelling in the **Insured Vehicle** during the **Period of Insurance**.

This insurance runs concurrently with **your** Motor Insurance Policy. In the event of cancellation or non-renewal of that Motor Insurance Policy all cover under this insurance shall cease.

1. Accidental Death	£ 15,000
2. Total and irrecoverable <b>Loss Of Sight</b> in one or both eyes	£ 15,000
3. <b>Loss of limb(s)</b>	£ 15,000
4. <b>Loss of hearing</b>	£ 15,000
5. <b>Loss of speech</b>	£ 15,000
6. <b>Permanent Total Disablement</b>	£ 15,000

## Additional benefits in the event of a road rage assault or “car-jacking”

- Hospital daily cash benefit in the event of **Assault** of £100 per day of confinement, but not beyond 30 days and not for the first night, unless two or more nights are spent in hospital.
- Emergency Dental Treatment** in the event of **Assault** up to £250 excluding the first £25 of each and every loss
- Clothing & **Personal Effects** in the event of an **Accident** or any incident or **Assault** up to £750 excluding the first £25 of each and every loss
- 5 sessions of stress counselling following a claim under items 2,3,4,5,6,7 & 8

The maximum accumulation limit for any one **Accident** shall be £100,000

If the **insured person** is under 16 years of age the benefit under Item 1 (Accidental Death) is limited to £7,500.

## SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS, EXCLUSIONS AND CONDITIONS

### Express conditions

- That the **Insured Person** has not attained 80 years of age.
- That the **Insured Person** is normally resident in the United Kingdom.
- That this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **Insured Person** suffered and was known to suffer, prior to the inception of this Insurance.

### Exclusions

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

- Use of the **Insured Vehicle** for:
  - Hire or reward.
  - Racing competition, 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.
  - Riding a motorcycle or moped as a driver or passenger.
- An **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury, while sane or insane.
- War, riot, 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.



4. Deliberate exposures to exceptional danger (except in an attempt to save human life), or the **Insured Person's** own criminal act, or being under influence of alcohol or drugs.
5. Provoked **Assault** or fighting (except in bona fide self defence).
6. Any matrimonial or family dispute.
7. **We** will not pay the following.
  - The sum insured for insured event 1 if the **Bodily Injury** does not lead to death within 52 weeks of an **Accident**.
  - The sum insured for insured events 2 to 5 if the loss results in death within 52 weeks of an **Accident**.
  - The sum insured for insured event 6 if the disability results in death within 52 weeks of an **Accident**.
8. In respect of **Personal Effects: We** will not pay for:
  1. the first £25 of each and every claim,
  2. motor vehicles and their accessories;
  3. theft, unless the **Insured Vehicle** is stolen at the same time, or as a result of the use of force and violent means,
  4. damage caused by wear, tear or any gradually operating cause;
  5. loss of money, stamps, tickets, documents or securities, goods or samples;
  6. property insured under any other insurance.

## Special Conditions applying to Personal Effects

- a) The most **We** will pay for any single article is £300;
- b) Where an article is under two years old and proof of purchase can be provided, **We** will pay the full replacement value, subject to the policy conditions. For items over two years old, **We** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

## Conditions

### 1. Claims

When a claim or possible claim occurs, **You** or an **Insured Person** must tell **Us**, in writing, 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. If an **insured person** dies, **We** will be entitled to ask for, at **Our** expense, a postmortem examination. **You** or any **Insured Person** must give **Us** (at **your** or their own expense) any documents, information and evidence **We** need.

### 2. Fraudulent claims

If a claim is made which **You** or an **Insured Person**, or anyone acting on **Your** or their behalf, knows is false, fraudulent or exaggerated, **We** will not pay the claim and cover under this insurance will end without **Us** returning **your** premium.

### 3. 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, the amount of any compensation payable under this insurance in respect of the consequences of the **Accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated

### 4. Your right to change your mind

**You** may cancel the insurance, without giving reason, by sending **Us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **You** receiving the insurance documents. **We** will refund **Your** premium in full so long as a claim has not been paid and a claim is not likely to be made against **Us**, otherwise the full premium is payable.

### 5. Cancellation

**You** may cancel the insurance at any time by sending **Us** written notice and returning the insurance documents. This insurance runs concurrently with **Your** Motor Insurance Policy. In the event of cancellation or non-renewal of **Your** Motor Insurance Policy all cover under this insurance shall cease. However, unless it is cancelled within the 14 day withdrawal period, there will be no refund in premium. **We** may cancel this insurance by sending **You** 14 days' notice in writing. **We** will refund the part of the premium which applies to the remaining period of insurance (as long as **You** have not made any claims).

### 6. Notification

The police must be notified immediately following any event likely to give rise to a claim under this insurance.



# Key Protection Policy Summary

## Full policy wording despatched by Boomerang Tag

Some important facts about your Key Protection insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

**Insurer:** Ageas Insurance Limited – FSA Register number 202039

**Period of cover:** The period of cover remaining on the policy to which this Key Protection Policy is annexed, or 12 calendar months, whichever is the lesser.

## Significant Features and Benefits

### Key Protection Cover

This policy provides you with £1500 worth of insurance cover in the event that any of your keys attached to the provided fob are either lost, stolen or damaged. The main benefits are as follows:

1. £1500 annual cover for locksmith charges, new locks and keys, car hire and onward transport costs.
2. Up to 3 days car hire if you are stranded or your car is unusable as a result of lost, stolen or damaged keys.
3. 24 hour 365 days a year Emergency Helpline.
4. £10 reward payable to the finder of your keys.
5. Any key attached to the fob is covered.
6. There is no excess payable.
7. You can make a claim on this policy without affecting your “No Claims Bonus” on your other insurance policies.

## Significant and unusual exclusions or limitations

### The following points are important and relate to the cover:

1. Keys are only covered if attached to the key fob provided by Boomerang-Tag (unless you have already notified us that the fob has been lost or damaged and are awaiting a replacement, in which case we will cover keys we are satisfied would otherwise have been attached).
2. The total value of claims in any one year may not exceed £1500.
3. All receipts should be retained and attached to the claims form.
4. Keys will not be considered irrecoverable until lost for at least five days.
5. Keys attached to the fob must have been lost, stolen from or damaged by the Policyholder or by a member of the Policyholder's family living at the same address.
6. The Policyholder must notify Boomerang-Tag as soon as reasonably possible of any loss, damage or theft.
7. Consent must first be obtained from Boomerang-Tag for car hire. The car may not be in excess of 1600cc.
8. Locks damaged prior to the loss or theft of keys will not be covered.
9. Replacement locks shall not be of a higher standard than those replaced.
10. A maximum of £50 will be paid per incident where keys are locked inside property or where a key breaks in a lock or ignition.
11. Cover is subject to all the Terms and Conditions contained in the policy document, underwritten by Ageas Insurance Limited.

**Helpline:** We provide a 24 hour, seven days a week Helpline service.

## Cancellation Right

**Withdrawal Period:** You have 14 days from the date you received your policy documentation or the start date of the policy to cancel this policy and receive a full premium refund unless you have made a claim, in which case no refund will be given.

**Cancellation after the Withdrawal Period:** No refund will be given unless the cancellation is within the withdrawal period described above. If you wish to cancel this policy please contact our Customer Service Department on 0844 879 3103.

**This policy will automatically be cancelled if your main policy with Hastings Direct is cancelled.**

## Making a Claim

Call the Key Protection Helpline on **0871 230 1213**.

Please quote the reference number found on the reverse of your fob or written on the pop-out card:

The following information will be required:

- Policy reference as above.
- Your name.
- Your address.
- Details of the loss, theft or damage to your keys.

## Caring for our Customers

See page 3 for details

In the unlikely event that you remain dissatisfied or if you want to contact the insurer directly you can write to: Chief Executive, Boomerang-Tag Ltd (FSA Register number 305822). Kircam House, 5 Whiffler Road, Norwich NR3 2AG. Tel: 01603 420000. If you are not satisfied with the way the complaint has been dealt with, you should write to UK Underwriting Ltd.

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service.

See page 3 for details

Making a complaint will not affect your right to take legal action

## Financial Services Compensation Scheme (FSCS):

Ageas Insurance Limited are members of the FSCS. You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

See page 3 for details

## Data Protection Act 1998

Boomerang-Tag Ltd comply with the Data Protection Act 1998. We take your privacy very seriously. We will use your personal information to provide you with the services, products or information, for administration purposes for any matters arising from this policy. We may need to share your information with our service providers, associated organisations and agents for these purposes. Despite any changes we make to this privacy statement we will always use your personal data for the purposes we outline in this statement and in accordance with the Data Protection Act 1998 unless we are advised otherwise



# Substitute Vehicle Policy Summary

## Introduction

This summary does not describe all the terms and conditions of this policy, so please take time to read the policy document to make sure you understand the cover it provides.

Some important facts about your Substitute Vehicle insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

Your cover is valid for one year or until the expiry of your motor insurance policy if this is sooner

## Insurer

This Substitute Vehicle policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited trading as ULR and is underwritten through UK Underwriting Limited by Ageas Insurance Limited. Qdos Broker and Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## Significant features and benefits

### Cover

- ✓ This policy covers you for a replacement car for up to 21 days where your vehicle is damaged beyond repair following a **fault accident**, fire or attempted theft. It also covers you in the event that your vehicle is stolen and not recovered.
- ✓ The replacement vehicle will be an equivalent engine capacity to that of your own vehicle but not exceeding 2000cc. If your own vehicle is a 7-seater, a 7-seater vehicle not exceeding 2000cc will be provided.
- ✓ The replacement car will be provided anywhere in England, Wales or mainland Scotland.
- ✓ Free delivery and collection of the replacement vehicle will be provided.
- ✓ Up to two claims are allowed during the policy period.
- ✓ **Helpline** – We provide a 24 hour, seven days a week helpline service.

## Significant Exclusions or Limitations

The policy does not cover:

- ✗ Claims arising from any act of vandalism or other deliberate or criminal act or omission other than vehicle theft.
- ✗ Any person who does not meet the hire firm's standard terms and conditions of hire.
- ✗ Hire charges incurred before ULR have confirmed acceptance of a claim in writing.
- ✗ The use of a vehicle for racing, rallies or competitions.
- ✗ Any location outside the geographical limits of England, Wales or the mainland of Scotland.
- ✗ Non-Fault accidents
- ✗ Taxi Drivers, Private Hire Drivers, Self Drive Hire Operators and Motor Traders unless the replacement vehicle is for personal use only.

## Making a Claim

Call the Claims helpline Tel: 0843 227 1339. Please quote the following policy reference; Substitute vehicle cover (to be quoted at all times).

The following information will be required:

- Policy reference as above.
- Your name.
- Your address.
- The branch you have taken your policy through.

## Cancellation

We hope that you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reasons, by sending us written notice within the first 14 days of the policy, or (if later) within 14 days of you receiving the insurance documents. This is known as the "cooling off period". If you cancel within this period and no claim has been made on the policy, any premium paid will be refunded in full. You may cancel at any other time, however no premium paid will be refunded. To cancel this policy, please contact People's Choice, Customer Service Department, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW Tel: 0844 879 3103.

E-mail [customerservice@Peopleschoice.com](mailto:customerservice@Peopleschoice.com)

This Policy is written in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

## Caring for our Customers

See page 3 for details

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a Claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited

Kircam House, Whiffler Road, Norwich, NR3 2AL  
Tel: 01603420000 Fax: 01603 420010

In the event you remain dissatisfied and wish to make a complaint you can do so by contacting:

Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds LS10 1HB

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity as a micro-enterprise, or a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million.

See page 3 for details

## Compensation scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). Which means that you may be entitled to compensation if they are unable to meet their obligations to you.

See page 3 for details

## Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. We take your privacy very seriously. We will use your personal information to provide you with the services, products or information, for administration purposes for any matters arising from this policy. We may need to share your information with our service providers, associated organisations and agents for these purposes. Despite any changes we make to this privacy statement we will always use your personal data for the purposes we outline in this statement and in accordance with the Data Protection Act 1998 unless we are advised otherwise



# Substitute Vehicle Policy Schedule - Policy Document

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## Substitute Vehicle Cover

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited (FSA Reg. 460886), Motorplus Limited (FSA Reg. 309657), UK Underwriting Limited (FSA Reg. 310101) and Ageas Insurance Limited (FSA Reg. 202039) are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## What is a Substitute Vehicle?

Even if **You** are comprehensively insured, a road accident, vehicle fire or the theft of **Your** vehicle can leave **You** without suitable transport.

Comprehensive insurance may not provide any replacement vehicle in the event that **Your** vehicle is written off or stolen and not recovered. Where a vehicle is provided, it will generally be only a small courtesy car provided by the repairer.

## How can we help?

The Motorplus Substitute Vehicle scheme can provide a suitable vehicle to keep **You** on the road where **Your** own vehicle is written off following a fire, fault accident or stolen and not recovered.

Furthermore, the vehicle provided will be an equivalent vehicle to **Your** own (to a maximum of 2000cc) to enable **You** to continue **Your** daily life without unnecessary inconvenience.

## Making a Claim

**Please remember that Our claims centre is open 24 hours a day throughout the year**

If **Your** vehicle is stolen or involved in an accident, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police.

Let **Us** know the information as soon as possible, by calling **Our** Helpline on 01603 420800.

If **We** accept **Your** claim, **We** will arrange for the delivery to **You** of a suitable Substitute Vehicle, which **You** can use for the period of time described below.

## Definitions

<b>Enterprise</b>	Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.
<b>Hire Firm</b>	A member of <b>Our</b> network of approved motor vehicle hire companies.
<b>Hire Period</b>	The period from the date a <b>Substitute Vehicle</b> is delivered to <b>You</b> until the date when <b>You</b> receive a cheque in respect of the value of the <b>Insured Vehicle</b> , subject to a maximum of 21 days in any event.
<b>Insured Person</b>	<b>You</b> and any other person driving the <b>Insured Vehicle</b> with <b>Your</b> permission and under the cover of <b>Your</b> motor insurance providing they satisfy the Hire Firm's standard terms and conditions of hire in force at the date of the <b>Insured Incident</b>
<b>Insured Vehicle</b>	The vehicle specified in the motor insurance policy issued with this Policy.



## Definitions continued

<b>Insured Incident</b>	A road traffic accident which causes the <b>Insured Vehicle</b> to be damaged beyond economical repair which occurs whilst the <b>Insured Vehicle</b> is being driven by an <b>Insured Person</b> within the <b>Territorial Limit</b> ; or a road traffic accident which causes the <b>Insured Vehicle</b> to be damaged beyond economical repair whilst the <b>Insured Vehicle</b> is lawfully parked within the <b>Territorial Limit</b> provided the vehicle had been parked by an <b>Insured Person</b> ; or a fire which causes the <b>Insured Vehicle</b> to be damaged beyond economical repair which occurs whilst the <b>Insured Vehicle</b> is being driven by an <b>Insured Person</b> within the <b>Territorial Limit</b> ; or a fire which causes the <b>Insured Vehicle</b> to be damaged beyond economical repair whilst the <b>Insured Vehicle</b> is lawfully parked within the <b>Territorial Limit</b> provided the vehicle had been parked by an <b>Insured Person</b> ; or the theft of the <b>Insured Vehicle</b> from a place within the <b>Territorial Limit</b> which has been reported to the relevant local police force as a crime and provided always that the <b>Insured Vehicle</b> remains unrecovered; or the theft or attempted theft of the <b>Insured Vehicle</b> from a place within the <b>Territorial Limit</b> which has been reported to the relevant local police force as a crime and which causes the <b>Insured Vehicle</b> to be damaged beyond economical repair.
<b>Micro-Enterprise</b>	An <b>Enterprise</b> which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.
<b>Period of Insurance</b>	12 calendar months from the date of inception of this Policy, or until the next expiry date of the motor insurance policy to which this Policy is annexed, whichever period is the less. In the event of cancellation or non-renewal of that motor insurance policy, all cover under this Policy shall cease.
<b>Substitute Vehicle</b>	A replacement car or standard commercial vehicle having an equivalent engine capacity to the Insured Vehicle but not exceeding 2000cc in any event. If the Insured Vehicle is a 7 seater vehicle a 7 seater vehicle will be provided but not exceeding 2000cc in any event.
<b>Territorial Limit</b>	England, Wales and mainland Scotland.
<b>Underwriters</b>	UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.
<b>Vehicle Hire Costs</b>	The cost of hiring a Substitute Vehicle for one continuous Hire Period
<b>We, Us, Our</b>	MotorPlus Limited trading as ULR
<b>You, Your</b>	The person who has taken out this Policy

## This Policy Will Cover

1. Where the **Insured Vehicle** has been damaged beyond economical repair as a result of an **Insured Incident** arising during the **Period of Insurance**, subject to the Terms and Conditions **We** will arrange for the supply to **You** of a **Substitute Vehicle** for the duration of the **Hire Period** and **We** will pay the **Vehicle Hire Costs** provided that the hire has been arranged by **Us** through a **Hire Firm**.
2. The **Substitute Vehicle** will be delivered to **You** as soon as is practically possible and in any event within one working day of **Your** report of an **Insured Incident** to **Us**.
3. **You** may ask for the **Substitute Vehicle** to be delivered to **You** at any convenient place within the **Territorial Limit**.





## General Conditions and Exclusions

1. **We** will not pay **Vehicle Hire Costs** for claims arising out of more than two **Insured Incidents** in any one **Period of Insurance**.
2. **We** will not be able to supply a **Substitute Vehicle** to any person who does not meet the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**.
3. **We** will not pay **Vehicle Hire Costs** incurred before **Our** written acceptance of a claim.
4. In the event of theft of the **Insured Vehicle You** must, when reporting to **Us**, provide **Us** with the name, address and telephone number of the police station to which the theft has been reported and supply the crime reference number which has been allocated by the police.
5. The **Insured Incident** must be reported under **Your** own motor policy
6. **We** will not supply a **Substitute Vehicle** where the loss of the **Insured Vehicle** arises out of any act of vandalism or any deliberate or criminal act or omission other than vehicle theft.
7. **We** will select a **Hire Firm** for **You**, and arrange for them to supply a **Substitute Vehicle** suitable for **Your** needs.
8. **We** may at **Our** discretion decide not to supply a **Substitute Vehicle** if **You** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader
9. **We** will not supply a **Substitute Vehicle** where the **Insured Vehicle** is used for racing, rallies or competitions.
10. The **Insured Person** must agree to **Our** trying to recover the **Vehicle Hire Costs** in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the **Vehicle Hire Costs** in any claim for other losses being pursued in the name of the **Insured Person**.
11. **We** can take over and conduct such a claim and/or proceedings in the **Insured Person's** name at any time.
12. **We** can negotiate any such claim on behalf of an **Insured Person**.
13. Any **Vehicle Hire Costs** recovered in such a claim must be paid to **Us** or to **Our** order.
14. **You** must keep **Us** fully informed at all times of all matters relating to the **Insured Incident** and in particular must notify **Us** immediately if an **Insured Vehicle** which has been stolen is recovered or if **You** receive a cheque in settlement of the value of an **Insured Vehicle**.
15. **We** can cancel this policy at any time as long as **We** tell **You** at least 21 days beforehand. If **You** cancel within the first 14 days of the policy (or within 14 days of receiving the policy documents if later) then providing no claim has been made on the policy, any premium paid will be refunded in full. **You** may cancel at any other time however no premium paid will be refunded.
16. This policy is written in English.
17. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

## Cancellation

**We** hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel it within 14 days of receiving the policy, without giving any reasons, by sending **Us** written notice within the first 14 days of the policy, or (if later) within 14 days of **You** receiving the insurance documents. This is known as the "cooling off period". If **You** cancel within this period and no claim has been made on the policy, any premium paid will be refunded in full. **You** may cancel at any other time; however no premium paid will be refunded. To cancel this policy, please contact People's Choice, Customer Service Department, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW Tel: 0844 879 3103. E-mail customerservice@hastingsdirect.com

## Caring for our Customers

See page 3 for details

It is **Our** intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a Claim **You** should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited

Kircam House, Whiffler Road, Norwich, NR3 2AL  
Tel: 01603420000 Fax: 01603 420010

In the event **You** remain dissatisfied and wish to make a complaint **You** can do so by contacting:

Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds LS10 1HB

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity as a **Micro-Enterprise**, or a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million.

See page 3 for details

## Compensation scheme

**Your** insurer is covered by the Financial Services Compensation Scheme (FSCS). Which means that **You** may be entitled to compensation if they are unable to meet their obligations to **You**.

See page 3 for details

**Your** Policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the cover in this Policy, keeping to the terms, conditions and exclusions.

## Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. We take your privacy very seriously. We will use your personal information to provide you with the services, products or information, for administration purposes for any matters arising from this policy. We may need to share your information with our service providers, associated organisations and agents for these purposes. Despite any changes we make to this privacy statement we will always use your personal data for the purposes we outline in this statement and in accordance with the Data Protection Act 1998 unless we are advised otherwise



# Windscreen and Windows Insurance

This is a Policy Summary only and does not contain the full terms and conditions of the contract. Full terms can be found in the Windscreen Policy of Insurance Cover Applicable

## What is Windscreen & Windows Insurance?

Windscreen & Windows Insurance is a policy underwritten by Markerstudy Insurance Company Limited who are licensed by the commissioner of Insurance under the Insurance Companies ordinance to carry on Insurance business in Gibraltar and regulated by the Financial Services Authority for the conduct of UK business (FSA Register Number 206322)

## What does Windscreen & Windows Insurance cover me for?

This insurance provides cover for the vehicle specified by you in respect of:

- Breakage of windows or windscreen glass; and
- Damage to the windscreen which is sufficient to cause the vehicle to fail a Department of Transport MOT test.

## What happens if I take out cover and then change my mind?

### Policy Cancellation Rights:

**Withdrawal Period:** You have 14 days from the date you received your policy documentation or the start date of the policy (which ever is later) to cancel this policy and receive a full premium refund unless you have made a claim, in which case no refund will be given.

**Cancellation after the Withdrawal Period:** No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please contact our Customer Service Department on 0844 879 3103

This policy will automatically be cancelled if your Private Car policy with Hastings Direct or (Hastings essential) is cancelled.

## How do I notify a claim under my Windscreen & Windows Policy?

A free telephone call to the number shown below is all that is required to ensure your claim is handled quickly and smoothly. This number is open 24 hours a day, 365 days a year.

**0800 1694 677**

## Standard Features

This is a summary only – full terms can be found in the Policy of Insurance Cover Applicable.

## Features and Benefits

This policy runs concurrently with your Private Car policy when purchased

## Significant Exclusions or Limitations

Any claims occurring within 28 days of cover commencing.

The policy must be bought in conjunction with your motor policy.

Please refer to your Policy Schedule for the dates cover is operative.

A £60.00 excess applies to claims for the replacement of windscreen or window glass (this excess does not apply to repairs).

The maximum amount payable in any one year of insurance is £300 after the deduction of any excess.

The maximum amount payable if you do not deal directly with our approved supplier will be limited to £100 per claim after the payment of the excess.

The vehicle must be owned by you and registered in your name or that of your company. For a claim to be valid under this insurance, repairs/replacements must be carried out by our authorized repairer only, who can be contacted on **0800 1694 677**.

No claims will be considered if reported more than 30 days after the expiry of this insurance regardless of the date on which the damage occurred.

## Caring for our Customers

See page 3 for details

In the unlikely event that you remain dissatisfied or you wish to contact the insurer directly, you can write to: Underwriting Director at Markerstudy Insurance Company Ltd., Montagu Pavilion, 8 – 10 Queensway, Gibraltar

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service.

See page 3 for details

Making a complaint will not affect your right to take legal action

## Financial Service Compensation Scheme (FSCS):

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). Which means that you may be entitled to compensation if they are unable to meet their obligations to you.

See page 3 for details



# Windscreen Policy of Insurance Cover Applicable

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Subject to payment of the premium, this insurance has been effected between you (the Insured) and Markerstudy Insurance Company Limited and/or its Co - Insurers (the Company). In respect of the vehicle identified on the current Policy Schedule, the Company will insure you during the period of this Insurance against:

1. Breakage of windows or windscreen glass; and
2. Damage to the windscreen, which is sufficient to cause the vehicle to fail a Department of Transport M.O.T. test.

**This insurance is subject to a £60.00 excess:** You must pay the first £60.00 of the cost of any replacement window or windscreen glass. This excess does not apply if your Windscreen or glass is repaired rather than replaced.

## Conditions:

The insurance is subject to the following Conditions:

- a) The insurance applies only to the identified vehicle on your People's Choice policy schedule, whilst it is in your ownership and is registered in your name or your company's name.
- b) Unless the Company agrees otherwise this policy will exclude any claim occurring within 28 days of cover commencing, and must be bought in conjunction with your motor policy.
- c) If requested by the Company you will be required to present your vehicle for inspection as soon as is reasonable but in any event prior to the 28th day after your application for cover. The Company's decision as to whether or not to provide the insurance may depend on the inspection of the vehicle, and will be final. If your glass is already damaged at the time of inspection, and you agree to pay for the repair or replacement yourself, our nominated supplier will supply their services at a 35% discount from their standard rate for this work. If the vehicle fails inspection and you do not wish to proceed you can cancel your policy and receive a full refund.
- d) **Policy Cancellation Rights:**  
**Withdrawal Period:** You have 14 days from the date you received your policy documentation or the start date of the policy (which ever is later) to cancel this policy and receive a full premium refund unless you have made a claim, in which case no refund will be given. **Cancellation after the Withdrawal Period:** No refund will be given unless the cancellation is within the 14 day period described above. If you wish to cancel this policy please contact our Customer Service Department on 0844 879 3103. This policy will automatically be cancelled if your Private Car policy with Hastings Direct or (Hastings essential) is cancelled.
- e) For a claim to be valid under the insurance, repairs /replacements must be carried out by our nominated supplier, which may at its own option repair, reinstate or replace windscreen or window glass. Failure to use our nominated supplier will result in a maximum payment of £100 after the deduction of the excess.
- f) This Policy, the Policy Schedule, proof of identity and the vehicle registration document must be produced when making a claim. All damage likely to result in a claim must be reported as soon as possible, by telephoning the Helpline on **0800 1694 677**. No claims will be considered if reported more than thirty days after the expiry of this insurance, regardless of the date on which the damage occurred.
- g) The Company's liability in any one insurance year will be limited to £300 after the deduction of any excess.
- h) Cover applies only within mainland England, Wales or Scotland and, unless the Company has agreed otherwise in writing, is subject to English law.
- i) Failure to pay the premium will invalidate the insurance.



## About your insurers

Cover is arranged through Markerstudy Insurance Company Limited and Newline Insurance Company Limited. Markerstudy Insurance Company Limited is an Authorised Insurer licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry on insurance business in Gibraltar and regulated by the Financial Services Authority for the conduct of UK business (FSA Register Number 206322).

Newline Insurance Company Limited is authorised and regulated by the Financial Services Authority (FSA Register Number 435028).

Several liability notice:

The subscribing insurance obligations under the contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing insurers are not responsible for a subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Caring for our Customers

See page 3 for details

Disputes concerning this insurance that cannot be resolved with our nominated supplier representative at your nearest depot, should in the first instance be referred to Windscreen Insurance Services Ltd customer care department on **0844 800 0026**. If you are not satisfied with the response from the Windscreen Insurance Services Ltd customer care department please write quoting your policy number to The Underwriting Director Markerstudy Insurance Company Limited, Montagu Pavilion, 8-10 Queensway Gibraltar.

In the event that you remain dissatisfied you may refer the matter to The Financial Ombudsman Service.

See page 3 for details

## Financial Service Compensation Scheme (FSCS):

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

See page 3 for details

**This is an important document and should be kept in a place of safety – not in the vehicle.**



# Excess Protection Insurance Motor

Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy documentation is available on request if it is not provided to you with this summary.

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by and is part of the worldwide AXA Group. Registered branch number: FC008998. IPA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK (FSA register number 202664). You can get information by phoning their Consumer Helpline 0845 606 1234 (local call rates apply) or by visiting their website at [www.fsa.gov.uk](http://www.fsa.gov.uk)

## Cooling off period

You have the right to cancel this policy within 14 days of receiving the Policy, without giving any reasons, by sending written notice within the first 14 days of the policy, or (if later) within 14 days of you receiving the insurance documents. Providing you have not made a claim on the Policy any premium will be refunded in full.

## Type of Insurance

This policy is an excess protection insurance policy.

## Period of Insurance

Your cover begins on the start date shown in your Statement of Demands and Needs and continues for the remaining duration of the policy to which this policy is annexed, or twelve calendar months, which ever is the lesser

## Cover Provided

1. Cover is provided for the Excess that you would have been responsible for following the successful settlement of any physical damage claim for your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would have to pay, which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy. Only when the excess of the current and valid motor insurance policy is exceeded will this Excess Protect Policy respond to its full value.

## 3. Coverage limits available

- a) £250 in any one policy period
- b) £500 in any one policy period
- c) £750 in any one policy period

Please refer your Statement of Demands and Needs for your annual aggregate coverage limit, for the policy level you have chosen.

## General conditions applicable

You must comply with the following conditions to have the full protection of Your policy.

The Excess Protect policy will continue to respond for the period of the insurance or until Your chosen level of indemnity on this Excess Protect policy is exhausted; whichever comes first.

1. Unless the Period of Insurance Start date is equal or within seven days of the Associated Policy Start date confirmed in the Confirmation of coverage, the following waiting period will apply to this policy:
  - 30 days for a claim which falls under the heading of Vehicle
2. The insurance policies that You have must be current and valid insurance that is provided by an authorised and regulated insurer.
3. The Policyholder as stated on your Statement of Demands and Needs must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.
4. Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment, will this Policy respond to its full value.
5. Must not be aware of any pending losses on Your main policy which will give rise to a claim on this policy.
6. In the event of any misrepresentation or Non-disclosure made by You or on Your behalf of you in obtaining this Insurance, or in support of any claim under this Insurance, the policy will be voided from the beginning

## What is not covered (Exclusions)

1. Any claim that Your main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main Insurance policy which occurred prior to the attachment date of this Insurance as shown on Your certificate of Insurance or You were in the knowledge that a claim was imminent.
3. Any claim notified to Us more than 31 days following the settlement of Your claim by Your main policy Insurer.
4. Any motor claim that involves commercial travel where You are not the sole user driver.
5. Any contribution or deduction from the settlement of Your claim against Your main Insurance Policy other than the stated policy Excess, for which You have been made liable.
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway.
8. Any claim that is refused by Your main policy Insurers to whom you are claiming.
9. Motor Insurance Policy - You must maintain at all times during the period of this Policy a Motor Insurance Policy issued by a UK registered and authorised Motor Insurer to You in respect of Your Motor.
10. Any excess claim arising from glass repair or replacement.

## Making a claim:

- CLAIM VIA THE INTERNET

Should You wish to claim under Your Vehicle Excess Protector Policy Insurance, You should go to [www.excesslifestyle.co.uk/HST1/](http://www.excesslifestyle.co.uk/HST1/) You will be able to complete this claim form on line. Once You have received communication confirming Your claim number from AXA Assistance You should send the following;

1. A copy of the acknowledgement letter received from AXA Assistance.
2. A copy of Your Motor Excess Certificate of Insurance or Confirmation of Coverage document.
3. You must provide a copy of Your settlement letter from Your Insurance Company, which must state the amount settled and the excess deducted. Please post the copy of the original claim form that You completed on line with all the required supporting documentation to: -  
AXA Assistance PO Box 54098, London SW20 8UU, Tel: 0844 225 9629  
Email: [lifestyle-excess@axa-assistance-claims.co.uk](mailto:lifestyle-excess@axa-assistance-claims.co.uk)





- IF YOU DO NOT HAVE ACCESS TO THE INTERNET AND WOULD LIKE TO CLAIM VIA POST

Please call AXA Assistance on 0844 225 9629 and notify Your claim with them. At the time You call them they will complete the claim form with You over the phone. They will then send it by post to You for You to check that all details taken down over the phone by them (AXA Assistance) is correct together with an acknowledgement letter. If You are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains Your claim reference number) with the following supporting documentation;

1. A copy of Your Vehicle Excess Protector Certificate of Insurance or Confirmation of Coverage document.
2. You must provide a copy of Your settlement letter from Your Insurance Company, which must state the amount settled and the excess deducted.

To: AXA Assistance, PO Box 54098, London, SW20 8UU

Should You need to call AXA Assistance please call 0844 225 9629 or email [lifestyle-excess@axa-assistance-claims.co.uk](mailto:lifestyle-excess@axa-assistance-claims.co.uk)

## Caring for our Customers

See page 3 for details

If Your complaint is one of the few that cannot be resolved by this stage please write to

The Quality Manager. AXA Assistance (UK) Limited, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR or email: [customer.support@AXA-travel-insurance.com](mailto:customer.support@AXA-travel-insurance.com).

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service.

See page 3 for details

Making a complaint will not affect your right to take legal action

## Financial Service Compensation Scheme (FSCS):

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

See page 3 for details



# Policy document - Excess Protection Insurance Motor

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## Excess Protection Insurance Motor Period of Insurance:

This Policy will be automatically cancelled if Your Insurance Policy to which this contract is annexed is cancelled. No refund will be given unless the cancellation is within the 14 day period described below. If You wish to cancel this Policy, please call the Customer Service Line on 0844 879 3103.

Unless the Period of Insurance Start date is equal or within seven days of the Associated policy start date confirmed in the Confirmation of coverage, the Waiting Period stated within the General Conditions will apply to this policy.

## Who is eligible to purchase this Policy?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland,) Channel Islands and the Isle of Man.
2. Any person who have a current and valid UK driving licence, or hold a full internationally recognised licence.

## What makes up this policy?

This policy and your Statement of Demands and Needs must be read together as they form Your insurance contract.

## Monetary limits

We can insure You up to the amount of the sum insured as specified on your Statement of Demands and Needs.

## Cooling off period

We hope you are happy with the cover this policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending us written notice within the first 14 days of the policy, or (if later) within 14 days of You receiving the insurance documents. Providing you have not made a claim on the Policy any premium will be refunded in full. This is known as the "cooling off period". If You cancel outside this period there will be no return of premium. To cancel this Policy, please contact, Customer Service Department, Conquest House, Collington Avenue, Bexhill on Sea, East Sussex TN39 3LW. Telephone: 0844 879 3103.

Email: [customerservice@peopleschoice.com](mailto:customerservice@peopleschoice.com)

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by and is part of the worldwide AXA Group. Registered branch number: FC008998. IPA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK (FSA register number 202664). You can get information by phoning their Consumer Helpline 0845 606 1234 (local call rates apply) or by visiting their website at [www.fsa.gov.uk](http://www.fsa.gov.uk)



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See page 3 for details

## Jurisdiction and law

This Insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this Statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Cover Provided

1. Cover is provided for the Excess that You would have been responsible for following the successful settlement of any physical damage claim for Your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount You would have to pay, which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy. Only when the excess of the current and valid motor insurance policy is exceeded will this Excess Protect policy respond to its full value.
3. Coverage limits available:

Bronze	250.00
Silver	500.00
Gold	750.00
4. Please refer to Your Statement of Demands and Needs for Your annual aggregate coverage limit.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

<b>Annual Aggregate Limit</b>	means the policy will continue to respond for the period of the cover or until Your chosen level of indemnity on the reimbursement is exhausted; which ever comes first. Once the Annual aggregate limit is exhausted this policy is automatically cancelled and You are then liable for all and any future excess payments as defined in Your main Motor insurance policy for the remainder of this period of insurance.
<b>Commercial Travel</b>	means commercial use by sales representatives who has sole use & responsibility for his own company motor.
<b>Excess</b>	means the amount You are responsible for/pay under the terms of Your Motor Insurance Policy
<b>Event</b>	means each claim occurrence during the Period of Insurance.
<b>Imminent claim</b>	means that you are aware and or were in the knowledge of a claim prior to the attachment date of this policy that was to be or had just been reported to Your main policy insurer.
<b>Motor Insurer</b>	means an authorised Motor Insurer. "Motor Insurance Policy" means the Insurance Policy issued by an authorised Motor Insurer to You in respect of Your Motor vehicle.
<b>Named Driver(s)</b>	means Drivers in addition to You who are permitted to drive under the terms of Your Motor Insurance Policy.
<b>Period of Insurance</b>	means the period for which We have accepted the premium as stated in Your Statement of Demands and Needs
<b>You/Your/ Insured Person</b>	means the person whose name appears at the top of your Certificate of Motor Insurance
<b>Vehicle</b>	means a motor vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers or a van being a kind of vehicle used for transporting goods or groups of people. It is usually a box-shaped vehicle on four wheels, about the same width and length as a large automobile, but taller and usually higher off the ground, also referred to as a light commercial vehicle or LCV or a motorcycle (also called a motor bicycle or motorbike) which is constructed with two-wheeled and powered by an engine, of which You are the owner or which You are authorised to drive.
<b>Waiting Period</b>	means a period of time, in this instance 30 days from the date confirmed in Period of Insurance of this policy, any incidents reported to your main policy, to which you have an excess that you are responsible for, will not be reimbursed.
<b>Waived or Reimbursed</b>	means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy.
<b>We/Us/Our</b>	means Inter Partner Assistance SA and AXA Assistance (UK) Limited: both members of the AXA Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.



## General conditions applicable

You must comply with the following conditions to have the full protection of Your policy.

The Excess Protect policy will continue to respond for the period of the insurance or until Your chosen level of indemnity on this Excess Protect policy is exhausted; whichever comes first.

1. Unless the Period of Insurance Start date is equal or within seven days of the Associated Policy Start date confirmed in the Confirmation of coverage, the following Waiting Period will apply to this policy:
  - 30 days for a claim which falls under the heading of Vehicle
2. The insurance policies that You have must be current and valid insurance that is provided by an authorised and regulated insurer
3. The Policyholder as stated on the Certificate of Insurance or Confirmation of Coverage document must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.
4. Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment, will this Policy respond to its full value.
5. Must not be aware of any pending losses on your main policy which will give rise to a claim on this policy.
6. In the event of any misrepresentation or Non-disclosure made by You or on Your behalf of you in obtaining this Insurance, or in support of any claim under this Insurance, the policy will be voided from the beginning.

## What is not covered (Exclusions)

1. Any claim that Your main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on your certificate of insurance or you were in the knowledge that a claim was imminent.
3. Any claim notified to Us more than 31 days following the settlement of Your claim by Your main policy Insurer.
4. Any motor claim that involves commercial travel where you are not the sole user driver
5. Any contribution or deduction from the settlement of Your claim against Your main Insurance Policy other than the stated Policy Excess, for which You have been made liable.
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway
8. Any claim that is refused by Your main policy Insurers to whom You are claiming.
9. Motor Insurance - You must maintain at all times during the period of this Policy a Motor Insurance Policy issued by a UK registered and authorised Motor Insurer to You in respect of Your Motor.
10. Any excess claim arising from glass repair or replacement.

## Conditions Applicable

1. Right of Recovery - We can take proceedings in Your name but at Our expense - to recover for Our benefit the amount of any payment made under this Policy.
2. Other Insurance - If You were covered by any other Insurance for the Excess payable following the incident, which resulted in a valid claim under this Policy, We will only pay Our share of the claim.
3. Reasonable Precautions - You must take reasonable steps to safeguard against loss or additional exposure to loss.
4. Keeping to the terms of this Policy - We will only give You the cover that is described in this Policy if any person claiming cover has met with all its terms and the terms of the Excess Protect Insurance Policy, as far as they apply.
5. Fraudulent Claims - If You make a claim under this Policy that is false or fraudulent in any way, the Policy is void and any claim will not be paid.



## Claims

Making a claim:

- CLAIM VIA THE INTERNET

Should You wish to claim under Your Vehicle Excess Protector Policy Insurance, You should go to;  
[www.excesslifestyle.co.uk/HST1/](http://www.excesslifestyle.co.uk/HST1/)

You will be able to complete this claim form on line.

Once You have received communication confirming Your claim number from AXA Assistance You should send the following;

1. A copy of the acknowledgement letter received from AXA Assistance.
2. A copy of Your Excess Protector Certificate of Insurance or Confirmation of Coverage document.
3. You must provide a copy of Your settlement letter from Your Insurance Company, which must state the amount settled and the excess deducted.

Please post the copy of the original claim form that You completed on line with all the required supporting documentation to: -

AXA Assistance  
PO Box 54098,  
London SW20 8UU

- IF YOU DO NOT HAVE ACCESS TO THE INTERNET AND WOULD LIKE TO CLAIM VIA POST

Please call AXA Assistance on 0844 225 9629 and notify Your claim with them. At the time You call them they will complete the claim form with You over the phone. They will then send it by post to You for You to check that all details taken down over the phone by them (AXA Assistance) is correct together with an acknowledgement letter.

If You are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains Your claim reference number) with the following supporting documentation;

1. A copy of Your Vehicle Excess Protector Certificate of Insurance or Confirmation of Coverage document.
2. You must provide a copy of Your settlement letter from Your Insurance Company, which must state the amount settled and the excess deducted.

To  
AXA Assistance  
PO Box 54098,  
London SW20 8UU

Should You need to call AXA Assistance please call 0844 225 9629  
or email [lifestyle-excess@axa-assistance-claims.co.uk](mailto:lifestyle-excess@axa-assistance-claims.co.uk)

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.







Please send all correspondence regarding this policy to:  
People's Choice, Conquest House, Collington Avenue, Bexhill-on-Sea,  
East Sussex, TN39 3LW.

Charges to 0844 numbers vary please contact your service provider. Calls may be recorded for our mutual protection. People's Choice is a trading name of Hastings Insurance Services Ltd, which is authorised and regulated by the Financial Services Authority (register number 311492). Registered in England and Wales No. 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW