



# Your car insurance policy

A guide to your cover  
and how to make a claim

## Important numbers

To report an incident or make a claim call us on: **0800 048 2954**

Or from outside the UK call: **00 44 1424 735 577**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim

(such as photos of the damage) you can email or write to us:

Email: **[motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: **Claims department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW**

## Got questions?

You can find answers to frequently asked questions on our website:

**[www.hastingsdirectsmartmiles.com/faqs](http://www.hastingsdirectsmartmiles.com/faqs)**

You can check or change your details and renew your policy

online through your customer portal:

**[www.hastingsdirectsmartmiles.com/managemypolicy](http://www.hastingsdirectsmartmiles.com/managemypolicy)**

Customer service department: **01733 308380**

Email: **[contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)**

Opening hours:

Monday to Friday 8am – 8pm

Saturday 9am – 5pm,

Sunday and bank holidays 10am – 4pm

The intermediary arranging Hastings Direct SmartMiles policies is iGO4 Limited. iGO4 Limited is authorised and regulated by the Financial Conduct Authority, register number 536726. Registered in England number: 5095154. Registered address: iGO4 House, Staniland Way, Peterborough, PE4 6JT. Hastings Insurance Services Limited trading as Hastings Direct SmartMiles is authorised and regulated by the Financial Conduct Authority, register number 311492. Registered in England number: 3116518. Registered office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW. All policies are subject to English Law. Calls may be recorded for our mutual protection. Phone numbers beginning 03 are charged at local call rates and included in inclusive minute plans from landlines and mobiles. Calls made to 0800 numbers are free from mobile and UK landlines.

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# Welcome

Thanks for insuring your Car through us. This document explains your insurance Policy; please read it carefully so you understand exactly what you're covered for.

We're one of the UK's leading insurance providers. We arrange and administer your insurance cover, allowing you to choose the best available option to meet your needs.

We're an intermediary, acting on behalf of Product Provider. We don't make recommendations or give advice, so please consider all information carefully before you buy to make sure the product(s) offered meet your requirements.

We're always your first point of contact if you have any questions, want to make changes to your Policy or need to make a claim.

We know making a claim can be stressful so we'll handle things as efficiently as possible, giving you one less thing to worry about. Our claims helpline is open 24 hours a day.

## Legal statements

This Policy is a contract between the Policyholder and the Insurer. Your Insurer is Advantage Insurance Company Limited, as shown on your current Certificate of Motor Insurance. The Policyholder is responsible for entering into this contract and is the only insured individual able to cancel it (as set out in more detail in 'Cancellations'), unless the Policyholder has given full and ongoing authorisation to a Third Party to act on their behalf. The Policyholder is able to make claims under this Policy on their own behalf and on behalf of any named drivers. Under the Contracts (Rights of Third Parties) Act 1999 no other Third Party has any additional rights under this Policy. The information you gave to us forms part of this contract and is shown on your Statement of Insurance.

You enter into a contract with the Insurer when you agree to take out a Policy on the terms and conditions offered and pay the premium. As the Policyholder, it's your responsibility to make sure all named drivers are aware of the terms of this Policy.

If you've paid or have agreed to pay the appropriate price and our arrangement and administration fee, the Insurer will provide insurance under the terms set out in this Policy during the Period of Cover.





This contract will be governed by and interpreted in accordance with English law. We'll communicate in English throughout the course of this contract.

# How to make a claim

We hope you never have an accident or loss, but if you do we'll make the process as smooth and hassle-free as possible

## What to do if you have an accident

### Remember STOP

	<b>S</b> <b>Stop</b> at the scene of the accident. Never admit blame or offer to pay for damage. Tell us if anyone else admits blame or offers to pay for your repairs.
	<b>T</b> <b>Telephone</b> us on <b>0800 048 2954</b> even if you don't want to make a claim. From outside the UK call us on: <b>00 44 1424 735 577</b> .
	<b>O</b> <b>Obtain</b> the name, address, phone number and vehicle registration of the other drivers. Give your details in return. Try to get contact details of any witnesses.
	<b>P</b> <b>Police</b> call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.



Save our claims number in your phone so you have it handy. You can also find all our claims numbers on our website.

## Theft, loss or criminal damage

If your Car's stolen or damaged as a result of crime, or if items are stolen from your Car, report it to the police and get a crime reference number.

Please call us within seven days of the incident. It's better to speak to us as soon as you can, while the details of the incident are fresh in your mind. Getting all the facts quickly can also reduce the time and cost involved in dealing with your claim. That's better for you and helps Insurers to keep their prices as low as possible.

## Windscreen and windows claims

Windscreen damage is included in comprehensive cover. The glassline number to call is shown on your schedule and/or Certificate of Motor Insurance. This line is open 24 hours a day, 365 days a year.

## What happens when I call to make a claim?

We'll ask you some questions about what happened and take you through the next steps. If your Car is repairable, a Nominated Repairer will be contacted as soon as possible.

## What are the features of using the Nominated Repairer service?

<b>Repairs</b>	The repairs will be guaranteed for five years.
<b>Authorisation</b>	You don't need to get any estimates so the repairs can begin as soon as your Insurer has authorised them.
<b>Delivery</b>	The repairer can arrange to collect and return your Car.
<b>Payment</b>	Your Insurer will pay the bill. All you need to do is pay your agreed Excess to the repairer before the Car is delivered back to you.
<b>Courtesy car</b>	You'll get a courtesy car while your Car is being repaired (see 'About the courtesy car service' for conditions).

Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Car's manufacturer, including recycled parts of a similar type and quality to those being replaced.



### What's an Excess?

An Excess is the amount you have to pay towards the first part of any claim you make. You agree the amount of each Excess when you buy the Policy. Details are shown on your schedule of insurance.

### About the courtesy car service

- You won't be eligible for a courtesy car if your Car is stolen or considered to be a Total Loss/write-off.
- The courtesy car service is only available if you use your Insurer's Nominated Repairer.
- The courtesy car will be provided by your Insurer's Nominated Repairer.
- The service is only available while your Car is being repaired.
- The courtesy car will usually be a "group A" vehicle such as a Ford Ka.
- The courtesy car will be automatically insured at no additional cost under this Policy. This cover is subject to your Insurer's terms and conditions and normal Policy terms will apply.
- You'll be responsible for the courtesy car and for any charges or fines incurred during the time you use it, including fuel costs, parking fines, motoring offences, fixed penalties and any congestion or toll charges.

### Drivers with optional replacement vehicle cover

If you bought replacement vehicle cover as an optional extra when you took out your Policy, you'll be able to make a claim for the cost of a hire car. This only applies if your Car is declared a Total Loss after an accident that was your fault, or after fire or attempted theft. Your payment summary will show whether you've bought this cover and you can find full details in the optional additional products booklet.

### Can I choose my own repairer/garage?

Yes, you can take your Car to a repairer of your choice but if you do you won't be entitled to the benefits available under the Nominated Repairer scheme.

You'll also need to submit a repair estimate to your Insurer for authorisation before the work can commence, which may delay the progress of your claim and repairs to your Car.

## When claiming under this Policy

You and anyone else covered by the Policy must not make any admission of fault, offer promises, payment or compensation unless your Insurer has agreed it in writing.

When defending or settling a claim, your Insurer is entitled to instruct solicitors of their choice to act for you in any proceedings. If they feel it's appropriate your Insurer will be entitled to admit liability for the costs covered under this Policy, on behalf of you or any person claiming indemnity under the Policy.

Such admissions may be made before or after legal proceedings start.



**Liability** means being legally responsible for something.

**Indemnity** means compensation for loss, damage, injuries or legal costs.

# Guide to cover



# Your Policy summary

This summary lists some key points but doesn't describe all the terms and conditions of your Policy, so please take time to read the rest of this booklet to make sure you understand the cover we provide. Your Policy should also be read in conjunction with your Policy schedule and Certificate of Motor Insurance.

## Telematics

Hastings Direct SmartMiles is a Telematics (or "black box") Policy and a SmartMiles Box must be fitted to your Car within 14 days of you buying your Policy. The Box must remain in your Car throughout the period of insurance. Your premium may be adjusted depending on how your Car is driven. You may also be required to provide documentation for you and your Car. Further information can be found in the "Telematics terms and conditions" section.

## Significant Policy exclusions and limitations

For full details please see the "General exceptions" section.

- Excludes injury, loss or damage when your Car is driven by someone who is not a permitted driver.
- Cover is excluded in respect of loss of the use of your Car, wear and tear, loss of value, loss by deception or repossession by the rightful owner.
- Excludes any loss or damage caused by a member of your immediate family, or a person living in your home taking your Car without permission unless you report the person to the Police for taking your Car without your permission and assist the Police in a prosecution.
- Loss of or damage to your Car while:
  - The ignition keys have been left in or on your Car or;
  - Your Car has been left unattended with the engine running.
- Cover may not be provided for malicious damage, theft or attempted theft if you have stated your Car will be garaged and the incident occurs when your vehicle is not garaged but is within the vicinity of your declared garaging address.
- The first £295 of a claim when your Car is being driven by or in the charge of any person who is under 21, or the first £195 of a claim when your Car is being driven by or in the charge of any person who is aged 21 to 24, or anyone who has not held a full UK or EU/EEC driving licence for at least one year.
- Cover is not provided if you or any person entitled to drive on your Policy is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs when the accident happened.
- Loss or damage to your Car caused by the wrong type or grade of fuel being used.

## **Cancellations**

For full details please see the “Cancellations” section.

### **Your right to change your mind**

You have the right to cancel this Policy within 14 days of taking it out or renewing (or within 14 days of receiving your Policy documents or renewal schedule, whichever is later), without giving a reason.

Unless you have made a claim under the Policy, you will receive a refund of premium paid after the deduction of our fees and any Insurer’s premium for the period you have been insured. In these circumstances the effective date of cancellation will be the date that you serve notice of your wish to cancel.

### **Cancellation rights**

We and your Insurer both have the right to cancel your Policy at any time by giving you seven days’ notice in writing. We or your Insurer will send a cancellation email or letter to the latest address we have for you and will explain the reason for cancellation. Neither we nor your Insurer will ever cancel your Policy without a valid reason for doing so.

We may also cancel this Policy without giving you notice and without refunding your premium if you:

- Don’t keep to the terms and conditions of this Policy in any significant way.
- Make or try to make a fraudulent claim under this Policy or where we reasonably suspect fraud.
- Fail to cooperate with our or your Insurer’s representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your Insurer’s staff or suppliers

### **Mileage limit**

If you go over your declared mileage we won’t stop your cover, but we may charge you an extra premium, based on your Driver Rating and how quickly you exceeded the limit.

### **Keeping your score above 40**

If your SmartMiles Driver Rating drops below 40 we’ll send you a warning and we reserve the right to cancel your Policy. Please see the “Telematics terms and conditions” section.

## Keeping your Policy up to date

Your Policy and the cost of your insurance are based on the information you have given us. It's very important that this is kept up to date.

When you renew your Policy it's your responsibility to tell us about any changes or incidents. You'll also need to tell us about anything that's happened in the last 12 months to the Car on the Policy.

Changes to your Policy will be subject to your Insurer agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. The table of fees in this document has more information. In some cases the additional cost could be significant. Please contact us to discuss any changes you wish to make.

Some examples of what you should tell us about follow. These lists can't cover everything so if anything changes it's a good idea to contact us to check whether it's something we need to record on your Policy.



Please call us on 01733 308380 if anything changes.

## You must tell us immediately if:

- You or any insured driver/s or your Car are involved in an accident, no matter how minor and regardless of blame and whether or not you want to make a claim
- You change your address
- You change the contact email address or phone number you've given us
- You or any insured driver/s change the type of job they do
- Any named driver (including yourself) passes their driving test and moves from a provisional to a full driving licence or any insured driver's licence is revoked, either temporarily or permanently
- The status of your or any named driver's licence changes in any other way.

## Please also tell us about any of these before they happen:

- You or any insured driver intend to change the Car on your Policy
- You want to change what you use your Car for (e.g. for business)
- You want to include other drivers
- You intend to alter or modify your Car from the manufacturer's standard specification.  
This includes but is not limited to:
  - Changes to the bodywork, such as spoilers or body kits
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Anything affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system.

This isn't a full list of all possible changes. You must tell us about any alteration you intend to make to your Car. Failure to notify us of a modification may result in your Policy being cancelled, additional premium being applied or your claim being rejected or not paid in full.

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Car, your Insurer will only pay the cost of replacing parts needed for your Car to meet the manufacturer's standard specification.

## When you renew your Policy

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any named driver.

Changes we need to know about include, but are not limited to:

- All circumstances listed in this section
- If you or any named driver have been involved in any accidents, claims or losses not previously notified to us, whether or not a claim was made and regardless of blame.  
This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window)
- Any prosecutions or motoring convictions that you or any named drivers are aware of
- Any fixed penalty notices or licence endorsements incurred during the year
- Any medical or physical condition or disability that you or any insured drivers need to tell the DVLA/DVANI about, including any you haven't told them about yet
- Any non-motoring convictions that you and any named drivers have that are not considered spent. A spent conviction is one that under the terms of the Rehabilitation of Offenders Act 1974 can be effectively ignored after a specified amount of time. If however someone has received a prison sentence of more than four years the conviction will never be spent.

If you don't tell us about changes and take reasonable care to ensure that the information you supply is honest, full and correct we or your Insurer may cancel your Policy from the start date, apply additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any Third Party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering.

Please email [contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com) if you'd like further details on how the fraud prevention agencies may use this information.

## Renewing your Policy

At least 21 days before your Policy ends we'll send you a reminder that your insurance cover is due to expire. In most cases, this notice will include an offer to renew your insurance for another year. To help you make an informed decision, any offer made will include important facts about your Policy, any changes to the Policy terms and a price.

The renewal terms offered will be based on the most recent information you've given us and will be shown in your renewal invitation. Please check the accuracy of this information and if any details are incorrect call us immediately.

Your SmartMiles Driver Rating can affect the renewal premium/terms offered. Please note we may review your SmartMiles Driver Rating for this purpose up to 35 days in advance of your renewal date.

In a small number of cases, your Insurer may not renew your Policy. If this happens, we'll let you know.

If you want to accept a renewal offer, you must take reasonable care to ensure that your information contained in the Policy is correct and up to date. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the Policy represents a new contract of insurance, starting on the date shown on your renewal schedule.

## Automatic renewal

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew your Policy we'll tell you in your notice of renewal.

In a small number of cases, we won't automatically renew your Policy. If this is the case, we'll let you know in your notice of renewal. Some of the reasons we may not automatically renew your Policy include:

- You've previously told us you don't want us to automatically renew your Policy
- Your Insurer has declined to insure you for another year
- You've got an outstanding debt on your current Policy.

If you don't want to renew your Policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date by contacting our customer services team.

## After renewal

If you pay for your Policy by direct debit or continuous card authority, we'll continue to collect your premium as agreed previously, using the same account details you gave us the previous year. You'll enter into a new contract of insurance with us commencing on the cover start date shown on your renewal documents.

If you pay annually but don't leave your credit/debit card details with us so that we can automatically renew your Policy, you'll enter into a new contract of insurance with us on the day you renew your Policy and pay the premium.

## **Who can speak to us about your Policy**

To make managing your insurance more convenient, we will deal with your Partner if they call us, as long as they're named on the policy. They will be able to make changes and renew or cancel the policy on your behalf.

If you'd prefer us to only deal with you or you'd like to nominate someone else (such as a named person on the policy, friend or other family member) please email or call us to let us know.

# Information about your contracts of insurance

The Policyholder enters into two separate contracts when taking out an insurance Policy through us.

1. The first contract is with the Insurer, for providing your insurance. They'll charge you a separate premium for this, including insurance Premium tax. Their terms and conditions are set out in the first part of this document.
2. The second is with us for arranging and administering your insurance Policy, and the inclusive benefits that come with this product. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in the second part of this document.

Four key documents make up your Policy;

1. This Policy document, which explains how we manage your insurance and tells you what you're covered for.
2. Your Statement of Insurance shows all the information you gave us, on which your cover has been based.
3. Your Schedule contains details about you, your Insurer, the Car on the Policy and the cover provided. It also shows you which sections, Excesses and Endorsements apply to you.
4. Your Certificate of Motor Insurance gives details of who can drive your Car, what it can be used for and the Period of Cover.

It's important you read all these documents plus your cover summary carefully. Also take a minute now to check your Statement of Insurance to make sure you have the right level of cover for your needs and all the details are correct.



## **What do you mean by 'my Insurer'?**

We act on behalf of Advantage Insurance Company Limited.

We arrange and administer your Policy and we're your first point of contact.



## Your legal obligations

Remember, it's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when you apply for insurance, as the Policyholder you have a duty to take reasonable care to answer all questions as fully and as accurately as possible.

If you don't take reasonable care to answer all questions fully and accurately or if you deliberately make a false statement, there could be serious consequences. For example, your Insurer might be entitled to treat your insurance cover and that of every other person named on your Policy as invalid. This could also mean that some or all of a claim may not be paid and you may have to make a payment to a Third Party (for example another driver or person involved in an incident) that's not covered by this insurance.

If the details on your documents are wrong or if you wish to make any changes please call us today on **01733 308380**.

# Guide to your cover

Because we don't give any advice, our policyholders are responsible for deciding whether this policy meets their demands and needs. This product will meet the needs of someone wishing to insure their car, including telematics monitoring, on the basis requested. Upon purchase and on renewal, your Policy documents will confirm your specific demands and needs.

## Am I covered to drive other cars?

Your Certificate of Motor Insurance will show whether you have this benefit. If driving other cars is shown on your Certificate of Motor Insurance, your Insurer will cover you for damage caused to Third Parties while you're driving cars that are not owned or hired to you.

**Cover for driving other cars doesn't include damage to the car you're driving or the cost of releasing a vehicle that has been impounded by the police or any other public or government authority. There must be a valid insurance Policy in force for the other car you're driving. See section 3 for full details.**

## Policy features and benefits

The following table is a summary of the cover you've bought; it doesn't describe all the terms and conditions that apply, so please refer to the appropriate section for full details.

Policy features and benefits		Policy cover	
Sections		Comprehensive	Third party fire & theft
1	Damage to your Car (except that caused by fire and theft) up to its Market Value.	✓	✗
2	Damage or loss by fire or theft up to its Market Value.	✓	✓
3	Legal liability for damage to other people's (Third Party) property up to £20m (or £25m in total, including all costs).	✓	✓
4	Personal accident cover, for you and your spouse or Partner, up to £5,000 for death or permanent loss of sight or limb (above the ankle or wrist). This benefit is not available for people over the age of 75. Other exclusions also apply, see section 4 for details.	✓	✗
5	When driving abroad, the same level of cover as you have in the UK applies for up to 90 consecutive days in the EU and the countries listed in section 5.	✓	✓
6	Medical expenses up to £500 for each injured person.	✓	✗
7	Personal belongings cover up to £300 for items in your Car. This doesn't include money, jewellery, tools, mobile phones, laptops and certain other personal belongings. See section 7 for full details.	✓	✗
8	Damage to your Car's windscreen and windows.	✓	✗
9	No claims discount; if no claim is made against your Policy, your renewal premium will be adjusted according to the no claims discount scale applicable at the renewal date. However, if a claim is made against your Policy, the Insurer may reduce your no claims discount.	✓	✓
10	Uninsured driver promise; you won't lose your no claims discount or pay any Excess/es if the accident was not your fault. See section 10 for full details	✓	✗
11	Vandalism promise; you will not lose your no claims discount if you report the incident to the police and send us the crime reference number. See section 11 for full details.	✓	✗
<b>Motor Legal Expenses Insurance</b>	Legal expenses cover up to £100,000.	✓	✓

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your Policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

- Accessories** Parts or products (including spare parts) specifically designed to be fitted to your Car.
- Car** Any private motor vehicle insured under your Policy and specified on your current Certificate of Motor insurance and Policy schedule.
- Certificate of Motor Insurance** Proof that you have motor insurance, as required by law. Your Certificate of Motor Insurance shows which Car is covered, who's allowed to drive, what the Car can be used for and the start and end dates of the insurance Policy.
- Driver Rating** The overall score we give you based on your driving style, using data from your SmartMiles Box. Please see the "Telematics terms and conditions" section for more information.
- Endorsement** A clause that changes the terms of the Policy. Your schedule will show any Endorsements that apply.
- Excess** The part of the claim that you, as the Vehicle Policyholder, must pay, even if the damage or loss isn't your fault.
- **Compulsory Excess** is the amount you'll have to pay towards each claim. It's set by your Insurer.
  - **Voluntary Excess** is an amount you've agreed to pay if you make a claim, on top of the compulsory Excess. Increasing the amount of voluntary Excess may reduce the cost of your insurance. "Voluntary" doesn't mean you can choose whether to pay or not.
  - **Young and inexperienced driver Excess.** If your Car was being driven by or was in the charge of anyone under the age of 21, including yourself, at the time of an incident, you'll have to pay the first £295 of any claim.  
If your Car was being driven by or was in the charge of anyone aged 21 to 24, or anyone over 25 who hasn't held a full UK or EU/EEC driving licence for at least one year, including yourself, you'll have to pay the first £195 of a claim.

**These amounts apply to accidental damage claims under section 1 and are on top of any other Excesses shown on your schedule.**

- If you have comprehensive cover a separate **windscreen repair and replacement Excess** applies to claims for damage to glass windows or your windscreen. See section 8 for more details.
- Your **total Excess** is the full amount you'd pay out if you made a claim under this Policy. It's the total amount of all Excesses which apply to your claim. See your schedule for details of the Excesses and amounts that apply to your Policy.

**Insurer**

Advantage Insurance Company Limited, the insurance company named on your Certificate of Motor Insurance and Schedule.

**Market Value**

The cost of replacing your Car in the United Kingdom at the time the loss or damage occurred with one of the same make, model, age and condition. This may not necessarily be the value you declared when the insurance was taken out. Your Insurer may use publications such as Glass's Guide to assess the Market Value and will make any necessary allowances for the mileage and condition of your Car and the circumstances in which you bought it.

**Nominated Repairer**

A repairer or garage from an approved network who will repair your Car following a claim.

**Partner**

Your husband, wife, civil partner or a person who lives with you on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them.

**Period of Cover**

The period you're insured for as shown on your Certificate of Motor Insurance.

**Policy**

A document giving details of the contract between a person and an insurer.

**Road Traffic Act/s**

Any acts (including the Road Traffic Act 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**SmartMiles Box  
(or “Box”)**

The Telematics device fitted to your Car that records and transmits Car usage data to us and allows us to analyse and score your driving. Please see “Telematics” for more information.

**Statement of  
Insurance**

The document recording the information you’ve provided at the start and renewal of your Policy; it’s important that it’s correct.

**Telematics**

Telematics is the remote collection of data using telecommunications and information technology, the same GPS technology as your sat nav or mobile phone. Insurance using Telematics is sometimes referred to as “black box” insurance. Hastings Direct SmartMiles is a Telematics Car insurance Policy.

**Third Party**

Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract. This contract is between the Policyholder and the Insurer.

**Total Loss**

If your Car can’t be repaired or the cost of repair is uneconomical, your Car will be declared a Total Loss. This is commonly called a “write-off”.

**The words below also have the same meanings throughout this document even when they don’t start with a capital letter:**

**We/Us/Our**

iGO4 Limited as intermediary on behalf of the Product Provider.

**You/Your**

The Policyholder. The person who has entered into this contract of insurance on behalf of himself/herself and on behalf of any named drivers.

**Product provider**

Hastings Insurance Services Limited trading as Hastings Direct SmartMiles.

**Insurance Product  
Information  
Document (IPID)**

A summary of what your chosen product(s) will and won’t cover you for, along with other key information such as where you are covered and for how long.

# Section 1

## Damage to your Car/s (except that caused by fire or theft)

### You're covered for accident, vandalism and malicious damage

If your Car is damaged or lost because of an accident, vandalism or malicious damage there are three ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Replace your Car
- Pay the Market Value of your Car immediately before the loss.

Accessories are also covered while they're in or on your Car or in your private garage.

# Section 2

## Damage or loss caused by fire or theft

### You're covered for fire, theft, attempted theft or lightning damage to your Car

If your Car is damaged or lost because of theft, attempted theft, fire or lightning there are three ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Replace your Car
- Pay the Market Value of your Car immediately before the loss.

Accessories are also covered while they're in or on your Car or in your private garage.

## What isn't covered under sections 1 and 2

### You're not covered for:

- The Excesses shown on your schedule – you'll have to pay these if you make a claim.
- Loss of use of your Car (if you're out of pocket because you can't use your Car, including the cost of hiring another vehicle).
- Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value following repair .

- Theft of or damage, if the keys, lock transmitters or other devices that unlock or start your Car were left in or on it or unattended with the engine running.
- Replacement of locks, if the keys, lock transmitters or other devices that unlock or start your Car were left in or on it or unattended with the engine running.
- Loss or damage if someone claiming to be a buyer or agent takes possession of your Car deceitfully.
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any part or Accessories lost or damaged.
- Repairs or replacements unrelated to your claim that improve the condition of your Car.
- Loss or damage as a result of your Car being driven or used without your permission by a member of your family or household unless the incident is reported to the police and you send us the crime reference number.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number. Please note that having a crime reference number doesn't guarantee we'll settle a claim.
- Any additional damage resulting from your Car being moved by anyone insured under your Policy after an accident, fire or theft.
- Loss or damage resulting from the legal confiscation of your Car by HM Revenue and Customs, the police, a local authority or any other government authority.
- Any damage to the SmartMiles Box as a result of malicious tampering or interference with the device.

These exclusions are in addition to those listed in the general exceptions section.

## **How your claims are settled for sections 1 and 2**

### **How your Insurer will deal with your claim for accident, vandalism, malicious damage, theft, attempted theft, fire or lightning**

If your Car is damaged, your Insurer will pay the reasonable cost of protecting your Car and taking it to the nearest suitable Nominated Repairer or a place of storage. Where appropriate they'll also pay the reasonable cost of returning it after repair to the address shown on your schedule.

### **Damage to your Car by a member of the motor trade**

You don't have to pay any Excess/es if loss or damage happens when your Car is with a member of the motor trade for general servicing or repairs not associated with a claim – e.g. normal maintenance.



## Repairs and replacement parts

Once we have your claim details, if the loss or damage is covered and agreed, your Insurer will arrange the repairs to your Car.

Your Insurer may use parts or Accessories that aren't made or supplied by your Car's manufacturer, including recycled parts of similar type and quality to those being replaced.

## Audio visual equipment

Your Insurer will pay for loss or damage to in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your Car. This cover is unlimited if the equipment was fitted by the manufacturer and was part of the specification of your Car when first registered.

If the equipment wasn't originally part of your Car, the most your Insurer will pay is £300.

Your Insurer will settle a claim for audio visual equipment by repairing it, replacing it with a similar piece of equipment or providing a cash payment.

## Child car seats

If you have a child's car seat or booster seat fitted in your Car and you make a claim under sections 1 or 2 of this Policy your Insurer will pay for the cost of a replacement of a similar model and standard, even if there's no apparent damage, up to the value of £300 per incident. You'll need to provide proof of purchase.

## Replacement of locks and stolen keys

If your Car's keys, lock transmitters or entry cards are stolen, and the address where your Car is kept (as shown on your schedule) is known to any person who has them, your Insurer will pay up to a maximum of £500 after deducting any Excess, towards the cost of replacing:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface.

You're not covered for stolen keys, lock transmitters or entry cards if they were left in your Car while it was unattended or unoccupied.

## Travel and accommodation expenses

Your Insurer will pay up to £50 for each person, up to a maximum of £250, if you can't continue your journey as a result of loss or damage to your Car under sections 1 or 2 of this Policy.

This can be spent on one of the following for you and passengers in your Car:

- Travelling expenses for people travelling in your Car towards reaching your destination
- One night's hotel accommodation for people travelling in your Car on the day of the accident or loss, if you have to make an unplanned overnight stop.

### Costs you may have to pay:

- If your Insurer accepts your claim, and finds your details or circumstances have changed since you took your Policy out, you may have to pay any additional costs and associated fees (see General Conditions for more details).
- If your claim is settled on a Total Loss basis and you pay by instalments under a loan arrangement we may take all outstanding payments from the claims settlement or ask you to pay the outstanding amount (see Total Loss section for more details).
- If your Insurer doesn't accept your claim, you may have to pay any costs already incurred. These may include (but are not limited to) engineers' fees, vehicle recovery and storage charges.

### Total Loss – if your Car can't be repaired

If your Car can't be repaired or your Insurer deems the cost of repair to be uneconomical, your Car will be declared a Total Loss (sometimes called a "write-off").

If your Car is a Total Loss, your Insurer may put it in storage until your claim is settled. Your Insurer is also entitled to take possession of your Car once they've settled your Total Loss claim.

If you're paying for your Policy by instalments under a loan arrangement and your Insurer settles a Total Loss claim under these sections, your Consumer Credit Agreement may entitle us to do one of the following:

- Take the outstanding amount due for your Consumer Credit Agreement out of the claims settlement
- Require you to pay the outstanding amount due for the Car in question.



#### What do you mean by 'my loan arrangement'?

The full cost of your annual insurance premium is paid by us to your Insurer when your Policy starts. So if you wish to spread the cost by using instalments (such as direct debits), we arrange for a loan which you then repay on a monthly basis over the year.

We're a credit broker and we offer credit from a single provider. We receive commission as part of this arrangement. Please note we'll charge a £20 fee if we need to pass debt to a debt collection agency.

If your Car is declared a Total Loss, and you've already paid the premium in full, no refund will be made for the Car in question, even if the cover for the Car is later cancelled. This may not apply if your Insurer is able to recover all losses from a Third Party. In this case Insurers may sometimes refund the premium paid and, if they do, we'll pass that refund on to you. If your claim is settled on a Total Loss basis and you don't replace your Car within 30 days of being issued the settlement payment we'll cancel your Policy.



### **What does 'settled your Total Loss claim' mean?**

Insurers have made a payment following a valid claim for Total Loss.

## **New Car replacement**

If your Car is less than one year old and you're the first and only registered owner (or prospective owner under a hire purchase or lease purchase contract), your Insurer will replace it with one of the same make and model if either of the following applies:

- It's been stolen and not found
- It's suffered damage covered by the Policy, and your Insurer estimates that the cost of repairing it will be more than 60% of the current United Kingdom list price (including taxes).

Your Insurer can only do this if a replacement Car is in current production, it's available in the UK and anyone else who has an interest in your Car agrees.

If a suitable replacement Car isn't available, your Insurer will either:

- Pay you the price you paid for your Car (including any optional extras fitted by the manufacturer when new), including taxes at the time of loss; or
- Pay you the manufacturer's latest list price (including taxes).

Your Insurer will pay whichever is less and will deduct any Excess that applies. If your Insurer settles a claim under this clause, the lost or damaged Car becomes their property and you must send them the registration document.

Please note that "nearly new" and ex-demonstration Cars don't qualify for replacement under this section.

## **Ownership**

If your claim is settled on a Total Loss basis and your Car belongs to someone else, or you've bought your Car by a hire purchase contract, your Insurer will pay any money owed to that person/company first and then pay any remaining money to you. If your Car is on lease or contract hire, your Insurer will pay the lease or contract hire company either the Market Value of the Car, or the amount required to settle the contract, whichever is less.

## Section 3

### Legal responsibility to others (Third Parties)

#### What's covered

After any incident involving your Car or any other vehicle your Policy covers you to drive (see your Certificate of Motor Insurance), your Insurer will pay all sums you're legally responsible for:

- Following death or injury to other people
- Up to £20,000,000 for damage to someone else's property plus up to £5,000,000 for costs and expenses.

This cover also applies to accidents involving a trailer, caravan or broken-down vehicle being towed (as long as you hold the correct entitlement on your driving licence to do so).

#### Driving other cars

Your Insurer will provide this cover if you are driving another private car as long as:

- Your Certificate of Motor Insurance shows that cover is included
- The other car is not a hire, courtesy or rental car, is not owned by you or your Partner nor obtained by you or your Partner under a hire purchase or lease agreement
- The car hasn't been lent to you by your employer or business partner
- The owner has given you permission to drive the car
- There's a valid insurance Policy in force for the car you're using
- You're not covered by any other insurance Policy to drive it
- You hold a valid driving licence, aren't disqualified or breaking the conditions of your driving licence and any relevant law
- The car hasn't been seized or confiscated by or on behalf of any government or public authority
- You still have your Car and it hasn't been stolen, damaged beyond repair, or declared a Total Loss (write-off)
- The car is registered in Great Britain or Northern Ireland
- You're not test driving the car
- You're driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**This section provides Third Party cover only, so any loss or damage to the car you're driving isn't included.**

### **Other people who are covered**

Your Policy also covers the following people if they cause any loss or injury to a Third Party:

- Anyone named as a driver on your Certificate of Motor Insurance, as long as they have your permission to drive. They must hold a valid licence and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law.
- Anyone who's a passenger in your Car for social, domestic or pleasure purposes only. If they're working for, or with, the driver they aren't covered.
- Anyone getting into or out of your Car.
- The Legal representative of any person who has died, who would have been and was entitled to the cover provided by this section.

### **Legal costs**

Following a claim covered by this Policy and if your insurer agrees it's in their interest to do so, which is entirely their decision, they'll pay reasonable legal costs and expenses for:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court
- Reasonable legal services, which they'll arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving
- Any other legal costs and expenses if agreed in writing beforehand.

You should get your Insurers consent in writing before incurring these sorts of fees and costs.

### **Emergency medical treatment**

Your Insurer will pay for emergency medical treatment required under the Road Traffic Act, following an accident in your Car.

If this is the only payment your Insurer makes, it won't affect your no claims discount.

### **What's not covered under section 3:**

- Anyone who has any other insurance covering the same liability
- Death or injury to anyone while they're working with, or for, the driver of the Car except as required by the Road Traffic Act
- Any damage to personal property owned by the person driving your Car at the time of the incident
- Any death, injury, illness, damage or loss arising from a deliberate act by you or any driver insured to drive your Car, except as required under the Road Traffic Act
- Loss of, or damage to, any trailer, caravan or vehicle (or their contents) while being towed by or attached to any vehicle covered by this section
- Loss or damage to property of more than £20,000,000 for any one incident or series of incidents and costs and expenses over £5,000,000
- Anything excluded by the general exceptions listed later in this document.

## Section 4

### Personal accident

Your Insurer will pay up to £5000 if you or your Partner are accidentally injured while travelling in or while getting into, or getting out of, your Car and within 90 days if this injury is the sole cause of:

- Death
- Permanent loss of sight in one or both eyes
- Total physical loss of a limb at or above the ankle or wrist.

Your Insurer will pay the injured person or their legal representative.

#### What's not covered in section 4:

- Death or injury resulting from suicide or attempted suicide
- Death or injury to anyone not wearing a seat belt when required by law
- Death or injury because the driver was unfit to drive because of alcohol, drugs or other substances, whether prescribed or otherwise
- Death or injury of any person over 75 years of age
- Any disablement, whether temporary, permanent, partial or total, except those listed above
- Injury caused by a pre-existing disease or physical weakness
- Anything excluded by the general exceptions listed later in this document.

## Section 5

### Using your Car at home and abroad

Your Policy covers your Car for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

### Compulsory minimum cover outside the UK

This Policy also provides the minimum level of cover required by the relevant law to enable you or any person named on the Certificate of Motor Insurance, to drive or use your Car in any country in the European Union (EU). This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union.

## Full Policy cover abroad

Your Car is automatically covered at the level listed on your schedule for trips of up to 90 consecutive days in:

- Any country that is a member of the EU
- Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

This cover only applies if your permanent home is in the United Kingdom and your visit to these countries is temporary.

If your trip abroad will last longer than 90 days you must contact our customer service department before you set off to get agreement and to pay any additional costs requested. If you don't tell us your trip will be more than 90 days only the minimum cover required by the relevant law will apply after 90 days have passed.

Full cover applies while your Car is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations detailed above.

This Policy only covers events occurring in countries listed in this section. For other destinations further cover must be agreed in writing and an International Motor Insurance Certificate requested from your Insurer.

### How your claims are settled

Your Insurer will settle claims in the same way described in sections 1 and 2. If they have to pay for your Car to be delivered to you after repairs, they'll only do so while you're in the country where the loss or damage occurred. Your Insurer won't pay for your Car to be delivered to your permanent address in the UK.

### Documents to take on your trip

Take your Certificate of Motor Insurance and this Policy document. You don't need a Green Card to travel in the EU and the countries listed above.

## Section 6

### Medical expenses

If you or anyone in your Car is injured in an accident, your Insurer will pay medical expenses of up to £500 for each injured person.

## Section 7

### Personal belongings

#### What's covered

**If you have comprehensive cover** your Insurer will pay up to £300 for any one claim for personal belongings in your Car, to you or the owner of the items, if they're lost or damaged due to accident, fire, theft or attempted theft.

#### What's not covered under section 7:

- Money, stamps, jewellery, watches, tickets, credit or debit cards, vouchers, documents or securities (such as share and premium bond certificates)
- Laptops, mobile phones, tablet computers or electronic navigational equipment
- Goods, samples or tools carried in connection with any trade or business
- Property insured under any other insurance Policy
- Theft or attempted theft of personal belongings not kept out of sight in the glove compartment or locked boot
- Theft or attempted theft if the Car was left unlocked while unoccupied or unattended
- Anything excluded by the general exceptions listed later in this document.

Your Insurer may require documentary evidence to confirm your claim and/or may ask to see the damaged item.

**Wear and tear or depreciation will be taken into account and deducted from the original cost of the item.**



# Section 8

## Windscreen damage

### What's covered

If you have **comprehensive cover** your Insurer will pay to replace or repair broken glass in the windscreen or windows of your Car and repair any scratching to the bodywork caused by the broken glass.

Making a claim under this section won't affect your no claims discount, as long as you're not also claiming for any other loss or damage to your Car.

Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Car's manufacturer but are of an equivalent type and quality to those being replaced.

### What's not covered under section 8:

- Any other glass forming part of your Car including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass
- Any windscreens or windows not made of glass
- Replacement of the hood/roof structure of a convertible or cabriolet Car
- A repair or replacement cost that's more than the Market Value of your Car at the time of loss (less any Excess).

Additional charges or limited cover may apply if you don't use your Insurer's Nominated Repairer.

You have to pay an Excess for windscreen, windows and glass repairs or replacement – see your schedule and Certificate of Motor Insurance for more details.

## Section 9

### No claims discount (NCD)

If you don't make a claim under your Policy during the Period of Cover, when you renew the Policy you'll get a discount included in the price you pay. Your Insurer will have a maximum no claims discount.

You can't transfer your no claims discount to someone else or use it on more than one car at the same time.

If you do make a non-recoverable claim, your level of no claims discount will be reduced at your next renewal, as detailed on your cover summary.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

If you've chosen to protect your no claims discount, this will be shown on your schedule. Please note this doesn't guarantee your premium will remain the same.

#### At renewal

If a claim is still outstanding at the renewal date, your Insurer will issue a renewal offer with the no claims discount reduced.

Once the claim has been settled in your favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, your Insurer will restore your no claims discount and refund any extra premium you may have paid.

Even with your no claims discount restored, your premium may still increase following a claim.

## Section 10

### Uninsured driver promise

Your Insurer promises that if you're involved in an accident that isn't your fault and the driver of the vehicle that hits you doesn't have motor insurance:

- You won't lose your no claims discount
- You won't have to pay any Excess/es.

To benefit from this promise you must send us the make, model and registration number of the vehicle that caused damage to your Car and, when possible, tell us the other driver's name and address.

When you make a claim, you may initially have to pay your Excess/es. If investigations are still taking place when your renewal is due, you may lose your no claims discount temporarily, as explained above. Once your Insurer has confirmed the accident was the fault of an identified uninsured driver, your Insurer will refund your Excess, restore your no claims discount and refund any extra premium you have paid.

## Section 11

### Vandalism promise

If you make a claim for your Car as a result of vandalism that is a malicious and deliberate act, your Insurer promises you won't lose your no claims discount as long as you do all of the following:

- Pay the Excess/es.
- Report the incident to the police and send your Insurer your crime reference number.  
If the vandalism was committed by someone who's named on your Policy you must still report it and help the police with their prosecution.
- Satisfy your Insurer that the damage is the result of vandalism.

In all cases, your no claims discount will be affected until you provide your Insurer with your crime reference number.

Please note that having a crime reference number doesn't guarantee that your claim will be settled.

# General exceptions

## Your Policy doesn't cover the following:

### 1. Use of your Car

You're not covered for any injury, loss, damage or liability that takes place while your Car is being:

- Used for racing or driving competitively against another driver on a public highway
- Driven by or in the charge of someone not shown on your Certificate of Motor Insurance
- Driven by someone who doesn't have a valid driving licence, or is disqualified from holding or obtaining such a licence or breaking the conditions of their driving licence and any relevant law
- Used for any purpose not allowed on your Certificate of Motor Insurance
- Used for hire or reward or for carrying passengers for profit
- Used to tow a caravan, trailer or any other vehicle for payment or reward
- Used to tow more than one caravan, trailer or vehicle at any one time
- Used to tow a trailer that is unsafe or has an insecure load
- Driven with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications.

These exclusions don't apply if your Car is:

- With a member of the motor trade for maintenance or repair
- Stolen or taken away without your permission
- Being parked by an employee of a restaurant, hotel or car parking service.

### 2. Contractual liability

This Policy doesn't cover any contractual liability unless the liability would have arisen anyway.

### 3. Theft claims

You're not covered for any claim for the theft of your Car unless:

- You've reported the theft to the nearest police authority within seven calendar days of discovery
- You've obtained a police crime reference number and details of the police station the crime was reported to. Having a crime reference number doesn't guarantee your Insurer will settle a claim
- Your Car was fully locked and secured and any keys or any other device/s that unlock it were removed
- The windows and sunroof are closed and secured when it's left unattended or unoccupied
- Personal belongings are kept out of sight in the glove box or locked boot.

#### **4. Alcohol and drugs**

You're not covered if an accident happens while you or anyone entitled to drive under your current Certificate of Motor Insurance:

- Is found to be over the prescribed limit for alcohol in the country where the incident happens
- Is driving while unfit through alcohol, drugs or other substances, whether prescribed or not
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### **5. Track days and off-road events**

You're not covered for any loss, injury, damage or liability resulting from the use of your Car at any event during which your Car is driven:

- On a motor racing track including de-restricted toll roads such as the Nurburgring
- On a prepared course
- At any off-road event, such as a 4x4 event
- At an airfield.

#### **6. Radioactivity**

You're not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### **7. War**

You're not covered for any loss, injury, damage or liability caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### **8. Riot**

You're not covered for any loss, injury, damage or liability (except under section 3 'Legal responsibility to others') caused by riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

#### **9. Terrorism**

You're not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident deemed to be an act of terrorism by a UK court of law or the government.

## **10. Use on airfields**

You're not covered for any loss, injury, damage or liability while your Car is in, or on, any part of an airport or airfield used:

- For take-off or landing of aircraft or the movement of aircraft on the ground
- As aircraft parking areas, including service roads and parking areas for ground equipment.

## **11. Pollution**

You're not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the Period of Cover.

Cover won't be provided following any deliberate release of substances or as a result of leaks from your Car caused by inadequate maintenance.

## **12. Deliberate acts**

You're not covered for any death, injury, illness, damage or loss arising from a deliberate act by you or anyone insured to drive your Car.

## **13. Confiscation**

You're not covered for any loss or damage resulting from the legal confiscation of your Car by HM Revenue and Customs, the police, a local authority or any other government authority.

## **14. Pressure waves**

You're not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

# General conditions

You must comply with the conditions below. If you don't, depending on the circumstances your Insurer may be entitled to cancel the Policy, refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making claims

If you need to make a claim under this Policy you, or any insured driver, should phone our claims helpline within seven days of the incident.

You, or any insured driver, must:

- Not admit liability for, or negotiate the settlement of, any claim unless you have your Insurer's written permission.
- Not answer any writ, summons, letter, claim or other document from a Third Party relevant to your claim on this Policy. Instead, send it to your Insurer immediately.
- Tell your Insurer about any impending prosecution, inquest or fatal accident inquiry.
- Give your Insurer all the information and help they ask for including any documentary evidence to back up your claim. All information you provide must be true and correct to the best of your knowledge.

### **Your Insurer has the right to:**

- Take over and conduct the defence or settlement of any claim
- Take legal action over any claim.

These actions may be taken in your name or the name of any insured person.

If you don't tell us, or your Insurer, of any changes or make sure any information you supply is honest, full and correct, depending on the circumstances your Insurer may be entitled to cancel your Policy from its start date, apply additional premium or add new terms to your Policy. If you make a claim they may be entitled to reject the claim or only provide partial payment for it.

## 2. Other insurance

We will not pay any claim if any loss, damage or liability is covered wholly or in part under another insurance policy.

This condition doesn't apply to section 4 – personal accident.

### 3. Caring for your Car

You, or any person in charge of your Car, must protect it from damage or loss.

- Alarms, immobilisers and tracking devices must be on and working when your Car is left unattended.
- Your Car must be fully locked and secured and any keys, lock transmitters or any other device(s) that unlock your Car must be removed when it's left unattended or unoccupied.
- You should maintain your Car in an efficient and roadworthy condition and have a valid Department for Transport Test Certificate (MOT) if one is needed by law.
- If the condition of the Car causes or contributes to an incident, cover won't be provided under the Policy. Your Insurer's responsibility will be restricted to meeting obligations as required by Road Traffic Law. In those circumstances, they will recover from you, the driver, or any party responsible for the condition of the Car, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.
- You must give your Insurer access to examine your Car and if asked send them evidence of a valid MOT and/or evidence your Car was regularly maintained and kept in a good condition.

### 4. Non-payment of premiums

If you're paying in instalments under a loan agreement, you must make sure instalments are paid on time. If an instalment isn't received by the date it's due, we, on behalf of your Insurer, will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The Policy will end after the seven days' notice runs out.

### 5. Car sharing

You can receive financial contributions from passengers as part of a car-sharing arrangement for social or similar purposes without breaking the rules about carrying passengers for hire or reward (or the use of the car for hiring) as long as:

- The Car isn't constructed or adapted to carry more than seven passengers (excluding the driver)
- The passengers aren't being carried as part of a business of carrying passengers
- The total contributions your passengers give you for the journey don't amount to a profit.



## 6. Keeping your Policy up to date

Your Insurer may be entitled to refuse the cover described in this Policy unless you answered all questions truthfully to the best of your knowledge, when you applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance. Your schedule and Statement of Insurance show the answers you've provided.

**You must let us know if any of the details are incorrect as soon as possible after receiving your documents.**

**At renewal, you must tell us if any of the information has changed**, including any claims (whether your fault or not), convictions, endorsements, disqualifications and fixed penalties for you or any named drivers. You will need to tell us the DVLA or DVANI offence code if one applies.

The Policyholder is responsible for keeping the details on this Policy up to date. This includes information about all named drivers.

Tell us if there are **changes to the status of a driving licence** of anyone named on your Policy. This includes if they have passed their driving test or had their licence revoked.

Also let us know beforehand if you **move house, change your job, change your Car, change what you use your Car for** (i.e. business use) or if you want to include other drivers.

You'll need to tell us if your contact details change. We'll use the **email address and phone number** you've given us to keep you up to date with important information about your policy.

We also need to know if you intend to alter or modify your Car from the manufacturer's standard specification. This includes, but is not limited to:

- Changes to the bodywork, such as spoilers or body kits
- Changes to suspension or brakes
- Cosmetic changes such as alloy wheels
- Anything affecting performance such as changes to the engine management system or exhaust system
- Changes to the audio/entertainment system.

Some changes may result in an amendment fee being charged; see "Our fees" for more details.

Some changes to your circumstances can affect how your Insurer will assess the Policy risk and may result in an extra premium being charged or in a reduction in premium.

## 7. Fraud

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

- Knowingly provide information to us that is not true
- Mislead us in any way, including about who is the main user of the Car, in order to get insurance from us, obtain more favourable terms or reduce your premium
- Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a Policy or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your willful act or with your knowledge.

Then depending on the circumstances:

- **Your Insurer may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel or avoid the Policy without refunding your premium.**
- All other policies you have entered into through us, to which you are connected, may be cancelled and your Insurer will only give you a pro-rata refund.
- Your Insurer may **inform the police** of the circumstances of the claim.

## 8. Victim of crime

You must report the circumstances of any claim you make as a result of you being a victim of crime to police within seven days of discovering the incident and fully co-operate with all resulting police enquiries and prosecution of offenders.

## 9. Documents we may ask for

It's a condition of your Policy that you supply us with any information or documents that your Insurer may ask to see to support the details you gave when you applied for your Policy. For example; a V5C vehicle registration certificate a recent utility bill or a current MOT certificate. If you've recently bought the Car and the V5C isn't available, the section 10 new keeper slip may be acceptable instead.

Your Insurer may give a discount on your Policy dependent on the number of years of no claims discount (NCD) you state you have. You must provide proof of this when asked to do so. This should be in writing from your last insurer immediately prior to this Policy. If you don't provide this proof, we may change your premium, costs or terms, or cancel your Policy.

Your no claims discount must have been earned in the United Kingdom within the previous two years on a private car Policy. It can't be applied to more than one vehicle at a time.

## **10. Vehicle Modifications**

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Car, your Insurer will only pay the cost of replacing parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If you don't tell us about a modification, we may cancel your Policy from its start date, apply additional premium or add new terms to your Policy. If you make a claim your Insurer may reject the claim or only provide partial payment for it.

## **11. Voluntary use**

Social, domestic and pleasure use includes use of your Car for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## **12. Where you live**

You'll only be provided with the cover set out in this Policy if you, and any additional drivers on your Policy, are permanently resident in Great Britain or Northern Ireland.

In all the circumstances listed in general exceptions and general conditions above, no cover will be provided to you under the Policy. Instead, your Insurer's liability will be restricted to meeting the obligations as required by Road Traffic Act or alternative laws that apply in the country in which the loss occurs. In such circumstances, Insurers may seek to recover from you, or the driver, any sums paid by the Insurer to discharge that person's liability, whether in settlement or under a court judgement.

# **Your telematics terms and conditions**

# Telematics terms and conditions

## 1. Summary

Hastings Direct SmartMiles is a Telematics (also known as “black box”) insurance Policy. This means you must have a SmartMiles Box installed in your Car and active at all times.

If a SmartMiles Box is not installed within 14 days of purchasing your Policy, your Policy will be cancelled. (Please note this could be different to the date your cover starts). We may need one of our approved engineers to fit a Box to your Car, and if so we'll charge you a fee to cover the installation cost. Please see “Our fees” for more information.

Your SmartMiles Box securely sends us data from your Car throughout the Policy term. This data may include (but isn't limited to) your acceleration, the speed you drive, how often and how hard you brake and the times of day you travel.

We may use this data to change your insurance premium, including (but not limited to) if you drive more than your estimated annual mileage. For more information on how we'll use your data, please see “Telematics data collected by the SmartMiles Box”.

You can check your Driver Rating, along with other information about your driving, using your online dashboard or our mobile app. It's important you monitor your Driver Rating regularly.

## 2. Keeping your score above 40

At SmartMiles we want to promote safe driving, so we ask you to keep your score above 40 or we may have to cancel your Policy.

If your score drops below 40 we'll send you a warning and we reserve the right to cancel your Policy. Please see the “Cancellations” section.

## 3. Extreme speeding events

If we detect you've exceeded the speed limit by a significant margin we reserve the right to cancel your Policy, giving you seven days' notice by email or letter. Please see the “Cancellations” section.

## 4. Professional installation

If your SmartMiles Box needs to be installed by one of our approved engineers, we'll ask them to contact you to arrange an installation date. Appointments are available seven days a week at almost any location, however they aren't available in the evenings or on public holidays.

If you aren't at the installation address at the time agreed, the engineer will wait 15 minutes and will try to contact you to see if the appointment can still go ahead. If you don't attend, the engineer will leave a card (if it's a residential address) to notify you of the missed appointment.

At the time of installation, you must provide the engineer with your vehicle V5C logbook and any proof of no claims discount (NCD). Please see "Documents we may ask for". The engineer will take a photo of these documents for us. If you don't provide these documents installation may not take place.

If you miss, cancel or change your appointment with less than 24 hours' notice or you don't have the right documents with you, we'll charge you a fee. Please see "Our Fees". Your installer will contact you to rearrange the appointment. Your Box must be installed within 14 days of the day you bought your Policy or we'll have to cancel your cover. Please see the "Cancellations" section.

If you miss a re-scheduled appointment or don't have the right documents with you, then we reserve the right to cancel your Policy. Please see the "Cancellations" section.

In the unlikely event any damage is caused to your Car by fitting the SmartMiles Box then we'll repair it at no cost to you. We aren't responsible for any depreciation in the value of the Car caused by fitting a SmartMiles Box.

## 5. Changing your Car

If you change your Car during your Policy term, a SmartMiles Box must be installed in the new Car within 14 days of asking us to change your Policy. This may be a different date to when you start driving the new Car. If you don't have a Box installed within 14 days, we'll cancel the Policy. Please see the "Cancellations" section.

### **Professional installation**

If your new Box needs to be fitted by one of our approved engineers we'll charge you a fee to cover the installation cost. Please see "Our fees".

At the time of installation, you must provide the engineer with the V5C logbook for your new Car, please see "Documents we may ask for". The engineer will take a photo of this document for us. If you don't provide your V5C logbook, installation may not take place and will need to be rescheduled.

## **5. When your Policy ends**

If your Policy is cancelled or the insured Car is replaced, the SmartMiles Box will stay in the Car and we'll stop collecting data. Any data collected up to that point remains our property, subject to the requirements of the Data Protection Act (1998).

If you want the SmartMiles Box to be professionally removed please let us know and we'll arrange this for you. A fee will be charged to cover the de-installation cost. Please see "Our fees".

You shouldn't attempt to remove the SmartMiles Box yourself as we won't be responsible for any damage caused to your Car by you or someone acting on your behalf trying to remove the Box.

If you sell your Car, make sure you contact us to deactivate the SmartMiles Box. You must also make the new owner aware that a Telematics device is fitted.

## 6. SmartMiles Box faults or replacements

If we detect a fault with your SmartMiles Box, we'll let you know and arrange for it to be fixed or replaced. You won't be liable for any costs if your Box needs to be repaired or replaced due to a manufacturer fault.

If one of our engineers needs to check or replace your SmartMiles Box, you must allow them access to your Car within 14 days of us telling you about the fault. If you don't allow an engineer access to your Car within this time, then we reserve the right to cancel your Policy. Please see the "Cancellations" section.

Once your SmartMiles Box has been delivered, you must take reasonable care to make sure it's not lost or damaged. If your SmartMiles Box is damaged by you (or anyone acting on your behalf) maliciously tampering or interfering with the device to prevent it from working, we reserve the right to cancel your Policy. Please see the "Cancellations" section.

Your SmartMiles Box uses your Car's battery power supply and so there may be a small drain on your battery even when the Car isn't being used. It's your responsibility to maintain your battery in good working order, along with any other part of your Car which enables the SmartMiles Box to work correctly.

We reserve the right to replace your SmartMiles Box at any time with another Telematics device providing you with the same functionality. This allows us to make sure the Box is updated if the technology changes or improves. This will be done at our expense and we'll give you at least 21 days' notice.

## 7. Overnight parking validation

If we detect your Car is kept in a different post code area to the one you told us for more than 50% of the night time (between 12am and 5am) in any 30 day period, we reserve the right to change your premium and/or cancel your Policy. Please see the "Cancellations" section.



# Cancellations

This section contains important notes about your, our and your Insurer's rights of cancellation. To cancel this Policy you should contact customer services on **01733 308380**.

## Claims

If your Policy is cancelled, your Insurer won't refund your premium where a non-recoverable claim has been made on the Car or any replacement Car during the Period of Cover. In this case, if you're paying by instalments under a loan arrangement, you'll have to pay the balance of the loan agreement and our non-refundable fees. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

## Your rights to cancel this Policy

**It's the responsibility of the Policyholder (or authorised Third Party) to notify any other drivers named on the Policy that they're no longer insured. When either you or we cancel your Policy this contract is terminated and you will no longer be covered by it.**

You can cancel this insurance cover at any time. The refund of premium, as detailed below, will be calculated with effect from the date you tell us you wish the Policy to be cancelled.

You have the right to cancel this Policy within the first 14 days without giving a reason. This is known as "the 14 day cooling off period" and starts on (i) the day this Policy is entered into or (ii) the day on which you receive these terms and conditions, whichever is later.

Following cancellation, we'll calculate your refund as follows:

- If you tell us you want to cancel the Policy **before the cover starts**, you'll be entitled to a full refund of the premium. We'll refund any Telematics, Box and installation fees provided your SmartMiles Box hasn't been installed.
- If you or we cancel the Policy **within the 14 day cooling off period**, we'll refund the premium on a pro-rata basis for the Period of Cover that hasn't been used minus our cancellation fee. We'll refund any Telematics, Box and installation fees provided your SmartMiles Box hasn't been installed.
- If you or we cancel the Policy at **any other time**, we'll refund the part of the premium on a pro rata basis for the Period of Cover that hasn't been used minus our cancellation fee. We'll refund any Telematics, Box and installation fees provided your SmartMiles Box hasn't been installed.

You can find a list of our fees in this document and on our website:

[www.hastingsdirectsmartmiles.com/fees](http://www.hastingsdirectsmartmiles.com/fees)

**If a non-recoverable claim has been made there will be no cancellation refund for the Car, or any replacement Car, during the Period of Cover.**

## **Our rights to cancel your Policy**

### **We may give you seven days' notice of cancellation**

We and your Insurer can cancel your Policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the Policy has been cancelled. We can only do this for one of the following reasons:

- We've been unable to collect a payment for your premium – see general condition 4
- You refuse to allow us or your Insurer reasonable access to your Car in order to provide the services you've requested under this Policy e.g. when you make a claim
- You don't provide reasonable co-operation to us or your Insurer in order to allow us to process your Policy, or a claim, or to defend our interests
- Your Insurer is prevented from providing cover under this Policy by law or other reason
- You don't send us or your Insurer information or documentation that your Insurer reasonably requires to process your Policy, or a claim, or to defend their interests
- You don't take care of your Car as required by general condition 3 and in your Insurer's reasonable opinion this materially increases the risk they have insured
- Where an extreme speeding event has been detected as described in the "Telematics terms and conditions" section
- If your SmartMiles Driver Rating falls below 40 as described in the "Telematics terms and conditions" section
- If we detect your Car is kept in a different post code area to the one you told us for more than 50% of the night time (between 12am and 5am) in any 30 day period

- If you don't have a SmartMiles Box installed within 14 days of Policy purchase, or within 14 days of asking us to change the Car on your Policy
- If you (or anyone acting for you) remove or damage your SmartMiles Box, or otherwise interfere with it to stop it from working
- If we detect a fault with your SmartMiles Box and you don't allow one of our approved engineers access to your vehicle to investigate the issue within 14 days of us asking you to
- If your Car is modified beyond the manufacturers standard specification in a way your Insurer won't accept. For more information please see "General exceptions"
- You use threatening or abusive language or behaviour, or intimidate or bully our employees or your Insurer's staff or suppliers.

In certain circumstances we or your Insurer have the right to treat your Policy as if it never existed and without giving you notice or refunding your premium. This will only apply if you make, try to make, or where your Insurer reasonably suspects misrepresentation which is deliberate and/or reckless. Any claims made before or during when the Policy is treated as if it never existed, will be declined.

If you make, or try to make, a fraudulent claim under this Policy, or where your Insurer reasonably suspects fraud, we or your Insurer has the right to cancel your Policy without refunding your premium. Any valid claims made before the cancellation of the Policy, will continue to be dealt with by your Insurer.

### Claims

If we cancel your Policy for one of the reasons above, your Insurer won't refund your premium where a non-recoverable claim has been made during the Period of Insurance. In this case, if you're paying by instalments under a loan arrangement you'll have to pay the balance of the annual premium and our cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

### Paying by instalments or direct debit

If you or your Insurer cancels this Policy, the instalments you've paid may not be sufficient to pay for the cover received. In this case you'll have to pay the amount owed for the cover received after cancellation, plus any interest and fees due under Your Consumer Credit Agreement.

In addition, if you received a discount from us or your Insurer when you bought your Policy, and the Policy is then cancelled, we'll reclaim the unused portion of the discount out of any refund you're due on a pro-rata basis.

If you or we cancel the Policy at any time any optional extras you bought with the Policy (e.g. breakdown cover) will also be cancelled. Please see your additional products Policy booklet for more details. **If you don't pay for the insurance yourself you must show these details to the person who paid on your behalf.**

# Your insurance policy terms and conditions

## About your contract with us

This contract is with us for arranging and administering your insurance Policy. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in this part of the document. If you make any changes to your Policy we'll charge you an additional fee as shown in 'our fees' later in this section.

## What is the service we provide?

Our services include arranging your insurance cover and helping you make any changes you need, such as amendments to the cover, use and Car insured. We'll also arrange the renewal or cancellation of your Policy. Plus, we can arrange optional additional extras such as breakdown cover if required. The Product Provider deals with all claims on behalf of the Insurer and is your first point of contact for any incidents or claims under your Policy.

We give you enough information to make an informed decision about choosing your insurance Policy.

**We don't make recommendations or give advice, so please consider all information carefully to make sure the products meet your requirements before you buy your insurance.**

## What you pay for our services

The Product Provider includes its commission within the premium charged for your Policy.

We receive fixed fees from the Product Provider for arranging your Policy.

We also charge fees on behalf of your Product Provider for the administration of your Policy, as listed in the fees table.

Your Insurer may charge an additional premium for changes in your circumstances or changes you make to your Policy. If your Policy is cancelled, your Insurer will charge a premium for the time you've been covered. Further details about this are set out in your Policy.

The price you pay will also include the telematics fee which will be non-refundable after the box is installed.

# Our fees

These administration fees are for our services only. Each fee must be paid at the time the transaction is made and is non-refundable. If you pay by instalments additional fees will also apply, see your Consumer Credit Agreement for details.

<b>Policy arrangement and administration</b>	
<b>Telematics fee</b>	<b>Up to £150</b>
Your quote includes this fee and you can see the amount in your price summary and welcome email. This fee isn't refundable after your box is installed.	
<b>Appointments with our engineers</b>	
<b>Installing your SmartMiles Box</b>	<b>£35</b>
If you need us to send an engineer to install your SmartMiles Box for you	
<b>Changing your Car</b>	<b>Up to £135</b>
Includes the cost of the engineer's visit and a new SmartMiles Box	
<b>Removal of your SmartMiles Box</b>	<b>£90</b>
If you ask us to remove your Box after your Policy is cancelled	
<b>Missed appointment</b>	<b>£35</b>
Also charged for appointments cancelled within 24 hours or where the engineer attends but can't fit a Box due to issues with the vehicle or your documents	
<b>Amendments to your Policy</b>	
<b>Replacement Box</b>	<b>£75</b>
Sending you a replacement Box e.g. If the original is lost or you buy a new Car	
<b>Amendments to your Policy</b>	<b>£25</b>
For example adding a new driver or changing your address	
<b>Cancellation</b>	<b>£25</b>
Before or within 14 days of the start date	
<b>Cancellation</b>	<b>£45</b>
After 14 days from the start date	
<b>Resending your documents in printed form</b>	<b>£0</b>
<b>Payment charges</b>	
<b>Payments by debit card</b>	<b>No fee</b>
<b>Payments by credit card</b>	<b>£0</b>
<b>Defaulted or missed direct debits</b>	<b>£30</b>
Charged by your loan provider	
<b>Passing a debt to a debt collection agency to collect</b>	<b>£20</b>

## Payments and refunds

The total price of your insurance is shown on your schedule and includes insurance premium tax (IPT) where applicable. For legal purposes we must tell you that in future other taxes or costs may apply that are not paid through or imposed by us. However, at present we're not aware of any other taxes or costs payable.

We won't collect or refund any amounts under £1 when making amendments or alterations to your Policy. We'll keep any interest and any returns earned on any investments.

In line with industry standards, we use a Third Party to collect and store debit and credit card details. If you've agreed beforehand, we'll use the card details stored to collect payment for mid-term changes defaulted instalments (including the associated fee), balances following cancellation, and renewal of your Policy. We'll let you know before doing this.

If we receive an overpayment, we'll refund it using the debit/credit card details we hold.

If you receive an overpayment, we'll attempt to recover the money using the debit/credit card stored.

If you initially pay by debit/credit card we'll make any refund to the same card, in accordance with the terms and conditions of the card issuer. We're unable to give cash refunds so all other refunds will be made by cheque.

If you pay for any adjustments to your premium by direct debit, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount. So that they have the necessary information to assess your application, prevent fraud and ensure that you are offered the best payment option for your needs, our funding agency Close Brothers Limited trading as Close Brothers Premium Finance will use credit referencing agencies for a hard credit check for new policies and renewals. As this is a hard credit check, your entire credit history will be searched and a mark will be left on your credit report, so whenever prospective lenders look at your credit report they can see you applied for credit and whether you were accepted. This affordability assessment will take place after you have applied for a credit agreement.

If your application is unsuccessful, Close Brothers will contact you to inform you. This will not invalidate your insurance – however, you will be required to pay for your policy in one full payment.



### **What do you mean by 'my loan'?**

The full cost of your annual insurance premium is paid by us to your Insurer when your Policy starts. So if you wish to spread the cost by using instalments (such as direct debits), we arrange for a loan which you then repay on a monthly basis over the year.

We're a credit broker and we offer credit from a single provider. We receive commission as part of this arrangement. Please note we'll charge a £20 fee if we need to pass debt to a debt collection agency.

**If someone else pays for your insurance, you must show this information to them.**

## **Our arrangements with websites**

The Product Provider uses various referral providers, such as price comparison websites and cashback websites to reach new customers. If they introduce you to us, the Product Provider may pay them a fee for this service.

## **Ownerships and close links**

The Product Provider and your Insurer for the Hastings Direct SmartMiles Policy are part of the same group of entities and are both ultimately wholly owned, via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the same parent company.

When the Product Provider is dealing with claims under this Policy, it is acting as agent of the Insurer and also holds claims monies as the Insurer's agent.



## Financial Services Compensation Scheme (FSCS)

While we're not covered by the FSCS because we're a broker, Advantage Insurance Company Ltd. are covered by the FSCS. This means that if Advantage cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For car insurance, cover is for 100% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0207 741 4100**.

## Who regulates us?

Hastings Insurance Services Limited trading as Hastings Direct SmartMiles is authorised and regulated by the Financial Conduct Authority, register number 311492. iGO4 Limited is authorised and regulated by the Financial Conduct Authority, register number 536726.

You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768**.

Our permitted business is assisting in the arrangement, administration and performance of a contract of insurance, and credit broking.

## Your privacy

Your privacy is important to us and we go to great lengths to protect it. Our Privacy Notice tells you about the personal data we, Hastings Insurance Services Limited, Advantage Insurance Company Limited and ancillary product providers hold about you, so we can provide you with a quote or insurance policy. It explains how your personal details may be collected used and shared and tells you about your rights under data protection laws. You'll find our privacy notice at [www.hastingsdirectsmartmiles.com/privacy](http://www.hastingsdirectsmartmiles.com/privacy)

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

You can contact them at: Email: [dataprotection@igo4.com](mailto:dataprotection@igo4.com)

Data Protection Officer, Hastings Direct SmartMiles, iGO4 House,  
Staniland Way, Peterborough PE4 6JT

# **Your legal expenses insurance terms and conditions**

# Motor legal expenses insurance

Legal expenses cover is included as standard with Hastings Direct SmartMiles car insurance.

This Policy covers you for:

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

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

## Period of Cover:

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

Your legal expenses insurance is provided as part of your Hastings Direct SmartMiles Policy and so cancelling or ending your Car insurance cover will also cancel or end your legal expenses insurance.

## Who is covered:

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

## What is covered:

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

## Prospects of success:

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

## Insurer:

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

## How to claim

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

Road Traffic Accident related claims: **0344 800 4585**

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

Defence of prosecution claims and legal helpline: **0344 770 1051**

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

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

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your Policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

<b>Adviser</b>	Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another legal representative nominated by you.
<b>Administrator</b>	Carpenters Limited who arrange and administer this insurance.
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the Adviser. Third Party costs shall be covered if awarded against you.
<b>Conditional Fee</b>	An agreement between you and the Adviser, or between us and Agreement the Adviser, under which the Adviser will charge you, or us, for their fees.
<b>Conflict of Interest</b>	There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this Policy.
<b>Cover Summary</b>	The document which describes the level of cover you've bought plus any other details of your Policy that are specific to you.
<b>Indemnity</b>	Compensation for loss, damage or injuries.
<b>Instructed Advisers' Costs</b>	The amount of Advisers' Costs that would normally be incurred costs by your insurer when using a nominated Adviser of our choice.
<b>Insured Incident</b>	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.
<b>Insured Period</b>	The duration of your motor insurance Policy, shown on your schedule.
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against a judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle.

**Positive Outcome** A Positive Outcome following Legal Action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.

**Pleas in Mitigation** A Plea in Mitigation is an opportunity to provide information that may help you when the court is deciding on the sentence for a motoring offence.

**Road Traffic Accident** A Road Traffic Accident in the countries listed in Territorial Limits involving the Vehicle during the Insured Period which isn't your fault and for which another known insured party is at fault.

**Territorial Limits** Any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

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

**Vehicle** The Vehicle covered by your Certificate of Motor Insurance, including a caravan or trailer being towed by it.

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

**We/Us/Our** Allianz Legal Protection, a trading name of Allianz Insurance plc.

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

## Terms of cover

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

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

This insurance covers Advisers' Costs up to the maximum of £100,000 where:

- The Insured Incident takes place during the Insured Period and within the Territorial Limits
- The Legal Action takes place within the UK or EU.

This insurance doesn't provide cover where something you do, or fail to do, prejudices your position or the position of the Underwriters in connection with the Legal Action.

## Your motor legal expenses insurance explained

### What's covered

Up to £100,000 of legal costs to pursue damages arising from a Road Traffic Accident which causes:

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

If the Legal Action is to be decided by a court in England or Wales and the damages you're claiming are above the small claims court limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages. This means that, win or lose, you won't have to pay any fees.

### Personal injury claims

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

### **What's not covered**

- Stress, psychological or emotional injury unless it arises from you suffering physical injury
- Claims relating to an agreement you've entered into with another person or organisation offering legal advice
- Recovery of losses and personal injury covered by your motor insurance.

## **Motor prosecution defence**

### **What's covered**

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

### **What's not covered**

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



# General exclusions

## You're not covered:

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

# General conditions

## 1. Claims

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

### The Adviser must:

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge
- Keep us fully informed of all developments and provide any information as we may require
- Keep us regularly informed/updated of costs incurred
- Tell us of any offers to settle and payments into court. If, against our advice, such offers or payments aren't accepted there will be no further cover for Advisers' Costs unless we agree, in our absolute discretion, to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if we ask for them
- Attempt to recover costs from third parties
- Agree not to submit a bill for Advisers' costs to the insurer until the conclusion of the Legal Action
- If there is a dispute about costs, we may require you to change Adviser
- Your insurer will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success
- You must supply all information requested by the Adviser and us
- If you withdraw from the Legal Action without our prior consent you will be responsible for any Advisers' Costs. Any costs already paid by us must be repaid by you
- You must instruct the Adviser to provide us with all the information that we ask for and report to us as we ask, at their own cost.

## **2. Disputes**

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

## **3. Prospects of success**

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

Examples of a Positive Outcome are:

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

## **4. Other insurances**

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

## **5. English law**

This contract is governed by English law unless otherwise agreed.

## **6. Language**

All communications will be in English.

# Cancellations

This section contains important notes about your and our rights to cancel this Policy. You must read these notes carefully.

Your legal expenses insurance is provided as part of your Hastings Direct SmartMiles Policy and can only be cancelled by ending your Car insurance cover as a whole. To cancel your cover, please contact Hastings Direct SmartMiles.

## Your rights to cancel this Policy

You have the right to cancel this Policy within the first 14 days without giving a reason. This is known as “the 14 day cooling off period” and starts on (i) the day this Policy is entered into or (ii) the day on which you receive these terms and conditions, whichever is later.

You can also cancel this Policy at any time after the initial 14 day period detailed above, by giving notice to Hastings Direct SmartMiles.

## Our rights to cancel your Policy

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

Valid reasons may include but are not limited to:

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

If your Policy is cancelled your refund of premium will be calculated as follows:

- Within the 14 day ‘cooling-off period’ a full refund will be given.
- At any other time a pro-rata refund of the premium will be given.
- If you’ve made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the full annual premium.

## **We can cancel without giving you any notice**

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

If your Hastings Direct SmartMiles car insurance Policy is cancelled, this Policy will also be cancelled at the same time.

If you don't pay for the insurance yourself you must show these details to the person who pays on your behalf.

## **Your privacy**

Your privacy is important to us and we go to great lengths to protect it. Our Privacy Notice tells you about the personal data we, Hastings Insurance Services Limited, Advantage Insurance Company Limited and ancillary product providers hold about you, so we can provide you with a quote or insurance policy. It explains how your personal details may be collected used and shared and tells you about your rights under data protection laws. You'll find our privacy notice at **[www.hastingsdirectsmartmiles.com/privacy](http://www.hastingsdirectsmartmiles.com/privacy)**

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

You can contact them at: Email: [dataprotection@igo4.com](mailto:dataprotection@igo4.com)

Data Protection Officer, Hastings Direct SmartMiles, iGO4 House,  
Staniland Way, Peterborough PE4 6JT

## Caring for our customers

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

**lei@carpenters-law.co.uk**

**Tel: 08000 940 010**

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

For any other complaints about your Policy, please contact us:

**alpcomplaints@allianz.co.uk Tel: 0345 0700 886**

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

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

**complaint.info@financial-ombudsman.org.uk**

**Tel: 0800 023 4567**

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

**www.financial-ombudsman.org.uk**

or contact them via the EU Online Dispute Resolution Platform at

**<http://ec.europa.eu/consumers/odr>**

Full details of our complaints procedure are available on request.

## Financial Services Compensation Scheme (FSCS)

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

Your entitlement to compensation will depend on the circumstances of the claim. Further information is available at: **www.fscs.org.uk** or call **0800 678 1100**.

## Authorisation and regulation

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

This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.

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

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.





## How to make a complaint

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

Email: [contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)

Call: **01733 308380**

Address: **Customer relations team, Hastings Direct Smartmiles, iGO4 House, Staniland Way, Peterborough PE4 6JT**

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

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

### Financial Ombudsman Service

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

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

Call: **0800 023 4567 or 0300 123 9123** (from mobiles or non BT lines)

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

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact them via the EU Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr>

Full details of our complaints procedure are available on request.

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

## Important numbers

To report an incident or make a claim call us on: **0800 048 2954**

Or from outside the UK call: **00 44 1424 735 577**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim  
(such as photos of the damage) you can email or write to us:

**Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: Claims department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

## Got questions?

You can find answers to frequently asked questions on our website:

**[www.hastingsdirectsmartmiles.com/faqs](http://www.hastingsdirectsmartmiles.com/faqs)**

You can check or change your details and renew your policy online through your  
customer portal: **[www.hastingsdirectsmartmiles.com/managemypolicy](http://www.hastingsdirectsmartmiles.com/managemypolicy)**

Customer service department: **01733 308380**

Email: **[contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)**

## **[www.hastingsdirectsmartmiles.com](http://www.hastingsdirectsmartmiles.com)**

Phone numbers beginning 03 are charged at local call rates and included in inclusive minute plans from landlines and mobiles. Calls made to 0800 numbers are free from mobile and UK landlines.