



# Your car policy



**insure** *pink.*  
Supporting the Pink Ribbon Foundation

## How to claim

Report an incident or make a claim, 24 hours a day, 365 days a year:

Online: Log into MyAccount [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

Call (in the UK): **0333 321 9800**

Call (outside of the UK): **00 44 1424 738 585**

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: [claims@insurepink.co.uk](mailto:claims@insurepink.co.uk)

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

## Have any questions?

Check **your** details, view or download **your** documents, make changes to **your** policy or read **our** FAQs, at any time, in MyAccount.

Log in or register for MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

Customer service department: **0333 321 9801**

Email: [customerrelations@insurepink.co.uk](mailto:customerrelations@insurepink.co.uk)

## What is a Defaqto Star Rating?

Defaqto are an independent financial research company whose Star Ratings show the quality and comprehensiveness of the features and benefits of financial products.

Find out more at:

[www.defaqto.com](http://www.defaqto.com)



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# Contents

Welcome .....	3
Legal statement, your contracts of insurance and important documents.....	3
Your legal obligations – the law and motor insurance.....	9
Who can speak to us about your policy.....	10
How to make a claim.....	12
Replacement car service .....	14

## Car insurance policy document

Your cover.....	20
Meaning of words – terms and definitions explained.....	21

## Your policy – what you are covered for

<b>Section 1</b> Damage to your car/s (except that caused by fire or theft) .....	28
<b>Section 2</b> Damage or loss by fire or theft .....	28
Total loss – if your car can't be repaired .....	33
<b>Section 3</b> Legal responsibility to others (third parties).....	35
<b>Section 4</b> Personal accident.....	38
<b>Section 5</b> Driving abroad .....	38
<b>Section 6</b> Medical expenses .....	40
<b>Section 7</b> Personal belongings .....	40
<b>Section 8</b> Windscreen damage .....	41
<b>Section 9</b> No claims discount .....	42
<b>Section 10</b> Uninsured driver promise.....	43
<b>Section 11</b> Vandalism promise.....	44
General exceptions – what your policy doesn't cover.....	45
General conditions.....	50
Cancellations and removing a car from a multi car policy.....	58

## Your insurance broker's terms and conditions

Your contract with us – the service we provide and what you pay for .....	66
Our fees – administration costs for our services.....	67
Who regulates us?.....	69
Your privacy.....	70

## Things you need to know

Keeping your policy up to date – tell us if anything changes .....	72
Renewing your policy .....	75
Complaints – how to contact us if you are unhappy with the service .....	77

# Welcome

Thank **you** for insuring **your car/s** through **us**. This document explains **your** insurance **policy**; please read it carefully so **you** understand exactly what **you** are covered for.

**We** are 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** are 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** will handle things as efficiently as possible, giving **you** one less thing to worry about. **You** can report **your** claim in MyAccount or call **our** claims helpline, 24 hours a day.

## Legal statements

### (1) Policyholder of a single car policy

A **policyholder** of a single **car policy** enters into two separate contracts when taking out a **policy** through **us**.

(i) The first contract is between the **policyholder** and the **insurer**:

- The **insurer's** name is shown on the **policyholder's** current **certificate of motor insurance**. This can be found on the **policyholder's certificate of motor insurance** in MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)
- The **insurer** is the company providing the **policyholder's** motor insurance
- The **insurer's** terms and conditions for single **car policies** are set out at pages 20-64 of this document ('insurer's terms & conditions')
- It is the **policyholder's** responsibility to be aware of these terms and conditions and to make sure that named drivers are also aware of them
- The **policyholder** is the only individual able to cancel the single **car policy** (as set out in more detail in **'Cancellations'**)

continued overleaf

- The **policyholder** is able to make claims under the single **car policy** on their own behalf and on behalf of any named drivers in accordance with the terms of this **policy**
- This contract does not give rise to any rights under the Contracts (Rights of **Third Parties**) Act 1999 to enforce any term of the contract
- This contract will be governed by and interpreted in accordance with English law
- The **insurer** will communicate in English throughout the course of this contract.

(ii) The second contract is between the **policyholder** and Hastings Insurance Services Ltd, trading as Insure Pink ("**we/us/our**");

- **We** are an insurance broker and **we** arrange and administer the **policyholder's** single **car policy** on behalf of the **insurer**
- **We** are the **policyholder's** first point of contact
- **Our** terms and conditions for arranging and administering **policies** are set out at pages 66-70 of this document
- This contract does not give rise to any rights under the Contracts (Rights of **Third Parties**) Act 1999 to enforce any term of the contract
- This contract will be governed by and interpreted in accordance with English law
- **We** will communicate in English throughout the course of this contract.

The **policyholder** of a single **car policy** is covered by the **insurer** for the **period of cover** when the **policyholder**:

- Agrees to the terms and conditions offered; and
- Pays, or has offered to pay, the appropriate **premium**, insurance premium tax and **our** arrangement and administration fee.

The **policyholder** is required to take reasonable care not to make a misrepresentation when providing information to the **insurer** and/or **us**.

## (2) Policyholder and Multi Car Accounts

A **policyholder** who is covered by a **multi car account** enters into one contract when taking out a **multi car account** through **us**. It is the **account holder's** responsibility to obtain consent from each **policyholder** to provide the **policyholder's** personal data in respect of the **multi car account**. This contract is between the **policyholder** and the **insurer**:

- The **insurer's** name is shown on the **policyholder's** current **certificate of motor insurance**
  - The **certificate of motor insurance** can be found in MyAccount. The **account holder** nominated by the **policyholder** will have access to MyAccount and it is the **policyholder's** responsibility to ask the **account holder** to send them a copy of the **policyholder's certificate of motor insurance** (the **policyholder** can request a copy from **us**).
- The **insurer** is the company that is providing the **policyholder's** motor insurance.
- The **insurer's** terms and conditions for a **multi car account** are set out at pages 20-64 of this document ('insurer's terms & conditions')
- It is the **policyholder's** responsibility to obtain a copy of the **insurer's** terms and conditions from their nominated **account holder**, to be aware of these terms and conditions and to, make sure that named drivers are also aware of them (the **policyholder** can request a copy from **us**)
- The **insurer's** terms and conditions for **multi car accounts** are sent to the **account holder** nominated by the **policyholder** (see below)
- The **policyholder** may cancel their own **policy** covered by a **multi car account**
- The **account holder** nominated by the **policyholder** may cancel the **multi car account** at any time which will have the effect of also cancelling the **policyholder policy** (as set out in more detail in **'Cancellations'**)
- The **policyholder** is able to make claims under their **policy** (as set out in more detail in **'Claims'**) on their own behalf and on behalf of any named drivers on their **policy**

continued overleaf

- The **policyholder** will earn their own no claim discount
- The **policyholder** must live at the same address as the **account holder** (see below)
- The **cars** which the **policyholder** includes under a **multi car account** must be registered to the address at which the **policyholder** and **account holder** live
- All **policies** covered under a **multi car account** have the same **period of cover** including renewal dates
- As all **multi car accounts** must have an **account holder** (see below), the **policyholder** must agree to the nominated **account holder** acting on their behalf (as described below)
- The **policyholder** of a **multi car account** is covered by the **insurer** for the **period of cover** when:
  - They agree to the terms and conditions offered
  - They agree to the **account holder** acting on their behalf (as set out below); and
  - The **account holder** pays, or has offered to pay, the appropriate **premium**, insurance premium tax and **our** arrangement and administration fee.

A **policyholder** of a **multi car account**:

- Will not have access to MyAccount (so will have to ask the **account holder** for copy documentation or, the **policyholder** can ask **us**)
- Can make any changes to their own **policy** but not any other **policyholder's policy**
- Can cancel their own **policy** but not the whole **multi car account**
- Can have their **policy** cancelled by the **account holder** if the **account holder** cancels the whole **multi car account**. This must be in accordance with the Cancellation section stated in this **policy**. Where **we** haven't managed to obtain the **policyholders** consent at the point of the cancellation instruction from the **account holder**, **we** will send the **policyholder** whose consent **we** have not been able to obtain notice of cancellation in accordance with the cancellation section of this **policy**, after which the **policy** will be cancelled.



## Multi car account - roles and permissions

What do <b>you</b> need to know	Access to MyAccount	change own	cancel own	change other	cancel other	cancel all	add a new vehicle	payment update
<b>Policyholder</b>	✗	✓	✓	✗	✗	✗	✗	✗
<b>Account Holder</b>	✓	✓	✓	✓	✗	✓	✓	✓

### (3) Four key documents make up a policyholder's policy;

1. This **policy** document, which explains how **we** manage **your** insurance and tells **you** what **you** are covered for
2. **Your statement of insurance** which shows all the information **you** gave **us**, on which **your** cover has been based
3. **Your schedule of insurance** which contains details about **you**, **your insurer**, the **car/s** covered by the **policy** and the cover provided. It also shows **you** which sections, **excesses** and **endorsements** apply to **you**
4. **Your certificate of motor insurance** which gives details of who can drive **your car**, what it can be used for and the **period of cover**.

It is important **you** read all of 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. This **policy** document should be read together with the **schedule of insurance**, the **statement of insurance** and the **certificate of motor insurance**. If and to the extent that there is any conflict between this **policy** document and these other documents, then the wording of this **policy** document shall prevail.

#### (4) Account Holder & Multi Car Accounts

All **multi car accounts** must have an **account holder** (see below).

There can only be one **account holder** per **multi car account**.

The **account holder** must be one of the **policyholders** covered by the **multi car account**. The **account holder** enters into a contract with Hastings Insurance Services Ltd, trading as Insure Pink (“**we/us/our**”):

- **We** are an insurance broker and **we** arrange and administer **multi car accounts** and the **policies** under such accounts on behalf of the **insurer**
- **We** are the **account holder’s** primary point of contact
- **Our** terms and conditions for arranging and administering **policies** are set out at pages 66-70 of this document
- This contract does not give rise to any rights under the Contracts (Rights of **Third Parties**) Act 1999 to enforce any term of the contract
- This contract will be governed by and interpreted in accordance with English law
- **We** will communicate in English throughout the course of this contract.

The **account holder** must agree to be the **account holder** of the **multi car account** and to abide by these terms and conditions on their own behalf and on behalf of the other **policyholders**.

The **account holder** must live at the same address as the other **policyholders** covered by the **multi car account**.

The **account holder** will be the primary point of contact for a **multi car account** and will be responsible for:

- All payments relating to the **policy**, including the payment of the **premium** for the whole **policy**, the costs relating to any changes made to the **policy** by the **policyholder(s)**, a named driver or a nominated caller and any other costs incurred in the administration of this **policy**
- Providing the **policyholders** covered by the **multi car account** with copies of their **certificate of motor insurance** and the **insurer** terms and conditions.

The **account holder**:

- Will have access to MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount) for all documentation, information and personal data relating to all **policyholders** and named drivers on each **policy**

- Can make any changes (apart from cancelling individual **policies**) to all parts of the **policy**
- Can cancel the whole **multi car account** in line with the cancellation section stated in this **policy**. Where each **policyholder's** consent is not obtained at the point of the cancellation instruction, **we** will notify the **policyholder** in writing prior to the cancellation.

## Your legal obligations

It's an offence under the **road traffic act** to make a false statement or to withhold material information in order to get motor insurance.

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

If **you** do not take reasonable care to answer all questions fully and accurately or if **you** deliberately make a false statement or withhold material information, there could be serious consequences. In certain circumstances **your insurer**, or **we** acting on **your insurer's** behalf, have the right to treat **your policy** as if it never existed, without giving **you** notice or refunding **your premium**. This will only apply:

- If **you** make a careless misrepresentation and **your insurer** would not have offered **you** insurance had it known the true facts; or
- if **you** make a misrepresentation which is deliberate and/or reckless.

If the **policy** is treated as if it never existed, any claims made before or during this time will be declined and not paid and **you** may have to make a payment to anybody involved in an incident, or to **your insurer** if it is obliged by law to make a payment to anybody involved in an incident.

If the details on **your** documents are wrong, please contact **our** customer services team as soon as possible. Their details are at the front of this document.

## Who can speak to us about your policy

	Arrears payment	Make changes to your policy	Renew accept	Cancellation
<b>Policyholder</b>	Yes	Yes	Yes	Yes
<b>Direct Debit Payer</b>	Yes	No	No	No
<b>Nominated Person*</b>	Yes	Yes	Yes	Yes

\*At **your** request, **you** can add a nominated person who can make changes, discuss payments, cancel **your policy** or discuss **your** renewal on **your** behalf. Please let **us** know if **you** would prefer to have a nominated person on **your** account.

Cancellation can only be authorised by the **policyholder**. For multi **car** please see [page 8](#).



### What do we mean by 'my insurer'?

**We** are permitted to set up **your** insurance contract on behalf of the **insurer** and **we** act on **your** behalf in arranging **your** contract of insurance for all **policies**.

#### Ownership and close links

If **we** have arranged **your** insurance with Advantage Insurance Company Limited, please note that **we** are both part of the same group of companies and are both, indirectly, wholly-owned subsidiaries of Sampo plc (registered in Finland, ISIN FI0009003305), which is the ultimate parent company of the group.

**Your insurer** is Advantage Insurance Company Limited:

i) **We** act as either subcontractor or agent for them and provide a number of services (which may include the repair of **your car**). When dealing with elements of **your** claim, **we** are acting as agent of the **insurer** and, as their agent, **we** hold claims monies. If **your insurer** is entitled to cancel **your policy**, **we** are authorised as their agent to effect that cancellation.

**We** also receive fees, commission and other income for undertaking these roles and services and **you** agree **we** may retain these; and

ii) **we** are entitled to process **your** claim in its entirety as well as conduct the defence or settlement of any claim and/or admit negligence for any accident or claim on **your** behalf, dent or claim on **your** behalf.

## How to make a claim

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

### What to do if you have an accident

#### Remember STOP

**S**

**Stop** 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.

**T**

**Tell us** even if **you** don't want to make a claim. Log into MyAccount [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount) or call (in the UK) **0333 321 9800** (outside the UK) **00 44 1424 738 585**

**O**

**Obtain** 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. It may be helpful if **you** are able to take photographs of the accident scene and damage to any vehicles involved.

**P**

**Police** 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**.



Don't forget - **you** can report an incident or register a claim 24 hours a day, 365 days a year using MyAccount. [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

### Theft, loss or criminal damage

If **your car** is 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 **your insurer** 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 of insurance** and/or **certificate of motor insurance**. This line is open 24 hours a day, 365 days a year.

## What happens when I make a claim?

**We** will ask **you** some questions about what happened and take **you** through the next steps. If **your car** is repairable, **your insurer** may choose to have it repaired. If so 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>	<b>You</b> don't need to get any estimates so the repairs can begin as soon as <b>your insurer</b> has authorised them.
<b>Delivery</b>	The repairer can arrange to collect and return <b>your car</b> .
<b>Payment</b>	All <b>you</b> need to do is pay <b>your</b> agreed <b>excess</b> to the repairer before the <b>car</b> is delivered back to <b>you</b> . <b>Your</b> compulsory and voluntary <b>excesses</b> are based on <b>you</b> using <b>your insurer's nominated repairer</b> . If <b>you</b> use a different repairer, there will be an additional <b>excess</b> to pay as shown in <b>your schedule of insurance</b> .
<b>Replacement Car</b>	<b>You</b> will get a replacement <b>car</b> while <b>your car</b> is being repaired (see ' <b>About the replacement car service</b> ' 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 replacement car service

- **You** won't be eligible for a replacement **car** if **your car** is stolen or considered to be a **total loss**/write-off
- The replacement **car** service is only available if **you** are making a claim under Section 1 or 2 of the **policy** and the repair is being done by **your insurer's nominated repairer**
- The replacement **car** will be provided by **your insurer's nominated repairer**
- The service is only available while **your car** is being repaired
- The replacement **car** will usually be a group A vehicle, such as a Ford Ka
- The replacement **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** will be responsible for the replacement **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 substitute vehicle cover

If **you** bought substitute vehicle cover as an optional extra when **you** took out **your policy**, **you** will 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** have bought this cover and **you** can find full details in the optional additional products document.



## Can I choose my own repairer/garage?

**You** can take **your car** to a repairer of **your** choice but if **you** do so, **you** won't be entitled to the benefits available under the **nominated repairer** scheme and there will be an additional **excess** to pay as shown on **your schedule of insurance**.

**You** will also need to submit a repair estimate to **your insurer** for authorisation before the work can start, which may delay the progress of **your** claim and the 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. **You** must co-operate fully and in a way so as not to compromise the resolution of **your** claim. Examples may include providing information critical to the investigation and settlement of the claim, providing evidence and attending court.

When defending or settling a claim, **your insurer** is entitled to instruct the 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 **your insurer** covering **your** liability (or that of any one else covered under the **policy**) to pay compensation for loss, damage, injuries or legal costs.

This table is a summary; it doesn't describe all the terms and conditions that apply, so please refer to the appropriate section for details.

Policy features and benefits		Policy cover		
		Comprehensive	Third party fire & theft	Third party only
Page Number				
28 - 35	Damage to <b>your car</b> (except that caused by fire and theft) up to its <b>market value</b>	✓	✗	✗
28 - 35	Damage or loss by fire or theft up to its <b>market value</b>	✓	✓	✗
31	Unlimited cover for manufacture fitted audio/visual equipment. If this equipment wasn't originally part of <b>your car/s</b> the <b>insurer</b> will pay up to £300	✓	✓	✗
31	Cover for child seats up to £300 per incident even if no damage is apparent	✓	✓	✗
31	Up to £500 cover for replacement locks and stolen <b>keys</b>	✓	✓	✗
32	£50 per person up to a maximum of £250 if <b>you</b> cannot continue <b>your</b> journey as a result of a loss or damage to <b>your car/s</b>	✓	✓	✗
35 - 37	Legal liability for (1) death or injury to other people ( <b>third party</b> ) or (2) (up to £20m, or £25m in total, including all costs) for damage to someone else's property	✓	✓	✓
38	Personal accident cover, for <b>you, your</b> spouse or <b>partner</b> , up to £5,000 for death or permanent loss of sight or limb (above the ankle or wrist). Other exclusions also apply, see section 4 for details.	✓	✗	✗

Policy features and benefits		Policy cover		
Page Number		Comprehensive	Third party fire & theft	Third party only
38 - 40	When driving abroad, the same level of cover as <b>you</b> have in the UK applies for up to 90 consecutive days in the EU and the countries listed in section 5.	✓	✓	✓
40	Medical expenses up to £500 for each injured person	✓	✗	✗
40 - 41	Personal belongings cover up to £300 for items in <b>your car</b> . This doesn't include money, jewellery, tools, mobile phones, laptops and certain other personal belongings. See section 7 for full details.	✓	✗	✗
41 - 42	Damage to <b>your car's</b> windscreen and windows	✓	✗	✗
42 - 43	No claims discount; if no claim is made against <b>your policy</b> , <b>your</b> renewal <b>premium</b> will be adjusted according to the no claims discount scale applicable at the renewal date. However, if a claim is made against <b>your policy</b> , the <b>insurer</b> may reduce <b>your</b> no claims discount.	✓	✓	✓
	For <b>multi car account</b> , no claims discount will be earned separately by each <b>policyholder</b> , on each <b>car</b> insured and is not transferable to any other person.			
43 - 44	Uninsured driver promise; <b>you</b> won't lose <b>your</b> no claims discount or pay any <b>excess/es</b> if the accident was not <b>your</b> fault. See section 10 for full details.	✓	✗	✗

Policy features and benefits		Policy cover		
Page Number		Comprehensive	Third party fire & theft	Third party only
44	Vandalism promise; <b>you</b> will not lose <b>your</b> no claims discount if <b>you</b> report the incident to the police and send <b>us</b> the crime reference number. See section 11 for full details.	✓	✗	✗

# Car insurance policy terms

## Your Cover

The types of cover available are listed below along with a short explanation to help **you** understand if the cover is suitable for **your** needs. The relevant sections are included to help **you** find the parts of the **policy** that apply to **you**.

**Your schedule of insurance** will show **you** the type of cover **you** have chosen and **you** can find this in the document section of the app and MyAccount.

### Comprehensive – All Policy sections apply

A comprehensive policy meets the needs of those who want to be insured against **third party** claims that arise from the use of their vehicle, and for damage caused to their own vehicle following an accident, or caused by fire or theft.

### Third Party Fire and Theft – Policy sections 2, 3, 5 and 9

A **third party** fire and theft policy meets the needs of those who want to be insured against **third party** claims that arise from the use of their vehicle and for damage caused to their own vehicle by fire or theft.

### Third Party Only - Policy sections 3, 5, and 9

A **third party** only policy meets the needs of those who want to be insured against **third party** claims that arise from the use of their vehicle.

General Conditions and General Exceptions always apply. Extra **endorsements** only apply if they appear on **your schedule of insurance**.

# Meaning of words

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

<b>Accessories</b>	Parts or products (including spare parts) specifically designed to be fitted to <b>your car/s</b> . <b>Accessories</b> including charging cable for electric and hybrid vehicles are also covered.
<b>Account holder</b>	The <b>policyholder</b> nominated by the <b>policyholder(s)</b> covered by a <b>multi car account</b> and who acts as an <b>account holder</b> of a <b>multi car account</b> according to the terms and conditions set out on <u>pages 20-64</u> of this <b>policy</b> .
<b>Car/s</b>	Any <b>private motor car</b> insured under <b>your policy</b> and specified on <b>your current certificate of motor insurance</b> and <b>policy schedule of insurance</b> .
<b>Certificate of motor insurance</b>	Proof that <b>you</b> have motor insurance, as required by law. <b>Your certificate of motor insurance</b> shows which <b>car/s</b> is/are covered, who's allowed to drive, what the <b>car/s</b> can be used for and the start and end dates of the insurance <b>policy</b> .
<b>Computer virus</b>	Any type of malicious software that is designed to perform an attack on a computer, electronic system or network including deletion of <b>data</b> and/or theft of <b>data</b> and/or enable malicious users access to the computer or electronic system and/or to cause physical damage or loss of property or <b>data</b> .
<b>Continuous payment authority</b>	A method of automatic payment used when paying by debit or credit card.

<b>Cost of insurance</b>	The amount of money charged for insurance cover including the <b>premium</b> , insurance premium tax (IPT), fees and any optional extras applicable to the <b>policy</b> .
<b>Credit agreement</b>	Agreement between <b>you</b> and or any other individual or relevant recipient of credit, and Hastings Insurance Services Limited trading as Insure Pink, reached for the purposes of paying some or all of the <b>costs of insurance</b> .
<b>Cyber attack</b>	A deliberate, unauthorised malicious or criminal act or series of acts, affecting any computer system of a motor vehicle including but not limited to: <b>computer virus</b> , hacking, denial of service or unauthorised access, corruption or deletion of <b>data</b> .
<b>Data</b>	All information that is electronically stored, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored in the <b>car's</b> computer system.
<b>Endorsement</b>	A clause that changes the terms of the <b>policy</b> . <b>Your schedule of insurance</b> will show any <b>endorsements</b> that apply.
<b>Excess</b>	<p>The part of the claim that <b>you</b> must pay, even if the damage or loss isn't <b>your</b> fault.</p> <ul style="list-style-type: none"> <li>• A compulsory <b>excess</b> is the amount <b>you</b> will have to pay towards each claim. It's set by <b>your insurer</b>.</li> <li>• A voluntary <b>excess</b> is an amount <b>you</b> have agreed to pay if <b>you</b> make a claim, on top of the compulsory <b>excess</b>. Increasing the amount of voluntary <b>excess</b> may reduce the cost of <b>your</b> insurance. "Voluntary" doesn't mean <b>you</b> can choose whether to pay or not.</li> </ul>



- 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** will 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** will 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 of insurance**.
- 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** would 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 of insurance** for details of the **excesses** and amounts that apply to **your policy**.

### Green card

The international Certificate of Insurance required when driving in the EU.

### Insurer

The insurance company named on **your certificate of motor insurance** and **schedule of insurance**.

### Keys

The **keys**, lock transmitters or other devices that unlock or start **your car**.

## 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.

## Multi car account

One account insuring multiple cars, each with an individual **policyholder**. An **account holder** is nominated by the other **policyholders** covered by the account.

## Nominated repairer

A repairer or garage from an approved network, who will be asked to 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** are insured for, as shown on **your certificate of motor insurance**.

## Policy

This **policy** document, the **statement of insurance**, the **insurer's schedule of insurance** and the **certificate of motor insurance**.

## Policyholder

The person named as the **policyholder** on the current **certificate of motor insurance**.

## Premium

The amount of money charged for insurance cover excluding insurance premium tax (IPT), fees and any optional extras **you** choose.

## Private motor car

A motor **car** manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

## Racing or irresponsible behaviour

The **car** is being used;

- For racing, trialing, speed testing or driving competitively whether formally or informally and whether prearranged or not and whether or not against another driver
- In circumstances where the user is behaving in a way to provoke, goad or incite reckless driving by another person
- On any racetrack (including any de-restricted toll roads such as the Nürburgring) or prepared course, formed or otherwise (whether or not on a road or other public place), on any airfield or for the purposes of participating in any off road motoring event such as a 4x4 event, or
- In a reckless or antisocial manner for the purposes of demonstrating the performance capabilities of motor vehicles either:
  - at any meeting of one or more persons (whether organised or not), or
  - in any other circumstances.

### Road traffic act

Any acts, 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.

### Schedule of insurance

The document which contains details about **you, your insurer**, the **car/s** on the **policy** and the cover provided. It also shows **you** which sections, **excesses** and **endorsements** apply to **you**.

### Statement of insurance

The document recording the information **you** have provided at the start and renewal of **your policy** and during the term of **your policy** where changes are made; it's important that it's correct.

### Third party

Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract.

### Total loss

If the **insurer** deems **your car** can't be repaired, or can't be repaired safely or the cost of repair is deemed to be uneconomical, **your car** will be declared a **total loss**. This is commonly called a "write-off".

### Vehicle manufacturer software updates

Vehicle updates, also known as over-the-air updates, give **your car/s** the latest technology, such as system upgrades or bug fixes. They're usually downloaded automatically in the background while the car is in use and connected to Wi-Fi or a mobile network. It's important that **your** vehicle has the latest safety and theft-avoidance updates from the vehicle manufacturer. **Your** cover will be cancelled if **you** install an update to increase the **car's** performance or an update that's not from the manufacturer.

**We/Us/Our**

Hastings Insurance Services Limited trading as insurePink on behalf of the **insurer** identified on **your certificate of motor insurance**.

**You/Your**

The person named as the **policyholder** on the current **certificate of motor insurance**.

# Section 1

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

### You are covered for accident, vandalism and malicious damage

If **your car/s** is damaged or lost because of an accident, vandalism or malicious damage there are four 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 (including damage to charging cables and batteries for electric and hybrid vehicles)
- Replace **your car**
- Repair the damage
- Pay the **market value** of **your car** immediately before the loss.

**Accessories** are also covered while they are in, or on, **your car** or in **your** private garage.

# Section 2

## Damage or loss caused by fire or theft

### You are covered for fire, theft, attempted theft or lightning damage to your car/s

If **your car** is damaged or lost because of theft, attempted theft, fire or lightning there are four 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**
- Repair the damage
- Pay the **market value** of **your car** immediately before the loss.

**Accessories** are also covered while they are in, or on, **your car** or in **your** private garage.

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

### You are not covered for:

- Mechanical, electrical, electronic or computer failures (including failures caused by a **computer virus** or **cyber attack**) or breakdowns or breakages
- Loss, damage or corruption of **data** caused by failure to install and/or accept **vehicle manufacturer software updates**
- The **excesses** shown on **your schedule of insurance** – **you** will have to pay these if **you** make a claim
- Loss of use of **your car** (if **you** are 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 **car keys** were left in or on the **car** or if the **car** is left unattended with the engine running
- Replacement of locks, if the **car keys** were left in or on the **car** or if the **car** is left 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

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- 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** will 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.

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

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

### How the 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 arrange the transportation of **your car** to the nearest suitable **nominated repairer** or a place of storage. Where appropriate they will also return it after repair to the address shown on **your** schedule. Alternatively, they will cover the reasonable cost of doing this.

If **your car** is stolen and not recovered then as soon as a **total loss** settlement is agreed and paid by **your insurer**, **your insurer** will thereby take ownership of **your car** (where it is entitled to do so) and should **your car** be subsequently recovered, any salvage shall become **your insurer's** property.

### 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 cover the loss or damage to in-car audio, television, DVD, phone, games-console, dashboard camera, 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** should provide proof of purchase of the original item or evidence of ownership.

## Replacement of locks and stolen keys

Provided it can be established to **your insurers** reasonable satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found **your keys** and the value of **your** claim does not exceed the **market value** of **your car**, **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** are not covered for stolen **keys** if they were left in or on **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 have to pay:

- The total **excess** that applies to **your** claim. **Your** compulsory and voluntary **excesses** are based on **you** using **your insurer's nominated repairer**. If **you** use a different repairer, there will be an additional **excess** to pay as shown in **your schedule of insurance**.

## 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 with **us**, **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 **your car** to be unsafe or the cost of repair to be uneconomical, **your car** will be declared a **total loss** (sometimes called a "write-off"). If **your car/s** are a **total loss**, **your insurer** may put it in storage until **your** claim is settled. As soon as a **total loss** settlement is agreed and paid by **your insurer**, **your insurer** will thereby take possession and ownership of **your car** (where it is entitled to do so) and any salvage shall become **your insurer's** property.

If **you** are paying for **your policy** by instalments under a loan arrangement with **us** and **your insurer** settles a **total loss** claim under these sections, **your** consumer **credit agreement** with **us** 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** provide a loan which **you** then repay on a monthly basis over the year.

If **your car** is declared a **total loss**, and **you** have 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** will 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** will cancel **your policy** (in the case of a single **car policy**). In the case of a **multi car policy**, **we** will cancel cover for the **car** in question but the **policy**, with the other **car/s you** have insured on it, will remain in place. In both cases, the provisions above relating to loan agreements and refunds will still apply.



### 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** are 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** have 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

**Your insurer** will pay all sums **you** are liable for in respect of (1) death or injury to other people or (2) (up to £20,000,000 plus up to £5,000,000 for costs and expenses) damage to someone else’s property caused by or arising from the use of **your car/s** (or any other vehicle **your policy** covers **you** to drive - see **your certificate of motor insurance**).

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 private motor cars

**Your insurer** will provide this cover, under section 3, if **you** are using another **private motor car** as long as:

- **Your certificate of motor insurance** shows that cover is included

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- The other **private motor car** is not a hire, courtesy or rental **private motor car**, is not owned by **you** or **your partner** nor obtained by **you** or **your partner** under a hire purchase or lease agreement
- The **private motor car** hasn't been lent to **you** by **your** employer or business partner
- The owner has given **you** permission to drive the **private motor car**
- There's a valid insurance **policy** in force for the **private motor car** **you** are using
- **You** are 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 **private motor 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 and not recovered, damaged beyond repair, or declared a **total loss** (write-off)
- The **private motor car** is registered in Great Britain or Northern Ireland
- **You** are not test driving the **private motor car**
- **You** are 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 **private motor car** **you** are 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 and is using **your car** for social, domestic or pleasure purposes only. If they are 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 will 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 will 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** must get **your insurer's** 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
- Liability for the death of or injury to anyone while they are working with, or for, the driver of the **car** except to the extent that the driver is required to be covered for such a liability by the **road traffic act**
- Any damage to personal property owned by the person driving **your car** at the time of the incident
- 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.

See also

[General exceptions](#)

[General conditions](#)

## Section 4

### Personal accident

**Your insurer** will pay £5,000 if **you** or **your partner** are accidentally injured while travelling in or while getting into, or getting out of, **your car/s** 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 under 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
- 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

This **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. Minimum cover means there is no cover for any loss or damage to **your car** (cover for such damage is as specified under the section '**Full policy cover abroad**' below).

## Full policy cover abroad

This **policy** also includes the cover described on **your schedule of insurance** and **certificate of motor insurance** for each trip up to 90 consecutive days, to use **your car** in:

- Any country that is a member of the EU
- Bosnia and Herzegovina, Gibraltar, Iceland, Monaco, Montenegro, Norway, San Marino, Switzerland, Liechtenstein, Andorra and Serbia.

If **you** exceed the 90 days **your** level of cover will automatically be reduced to cover liabilities for **third parties**. This would mean no cover for any loss or damage to **your car**.

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

If **you** require more than the 90 consecutive days cover (per trip abroad), **you** will need to contact **us**. Any extension of cover will need to be agreed by **us** and **you** will need to pay an additional **premium**. 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.

## What to take if you drive abroad:

If **you** plan to drive **your car** abroad, in addition to **your** passport and driving licence please take the following documents with **you**.

- Have a copy of **your certificate of motor insurance** and this **policy** document with **you**. **You** can find both in MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)
- **You** don't need a **green card** to travel in the EU and the countries listed above.
- Take **your** vehicle registration document (V5) document with **you** (as proof of ownership).

For further information on Government rules for taking **your** vehicle abroad; please go to: [www.gov.uk/driving-abroad](http://www.gov.uk/driving-abroad)

## How your claims are settled

To report a claim from outside the UK log into MyAccount or call **us** on: **00 44 1424 738 585**. **Your insurer** will settle claims in the same way described in sections 1 and 2. If **your car** needs to be returned to **you** after it's repaired, it will only be returned while **you** are in the country where the loss or damage took place, and won't be returned to **your** permanent address in the UK.

## 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 and **you** are making a claim under sections 1 or 2 of this **policy**, **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.

### 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** are 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 the repair isn't carried out by **your insurer's nominated repairer**.

**You** have to pay an **excess** for windscreen, windows and glass repairs or replacement – see **your schedule of insurance** and **certificate of motor insurance** for more details.

Any repairs to a windscreen will only be guaranteed for 30 days.

## 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** will 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** have chosen to protect **your** no claims discount, this will be shown on **your schedule of insurance**. No claims discount protection does not protect the overall price of **your** insurance **policy**. The price of **your** insurance **policy** may increase following an accident even if **you** were not at fault.

### Multi Car Account

No claims discount will be earned separately by each **policyholder**, on each **car** insured.

### 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** are 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

**Your policy** will not provide cover for any injury, loss, damage or liability that is incurred by any person using **your car** while **your car** is being:

- Used for **racing or irresponsible behaviour**
- Driven by, or in the charge of, someone not shown on **your certificate of motor insurance**
- Driven by, or in the charge of, 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
- Used in a manner which involves grinding, cutting, welding or soldering or the use of blow lamps or similar
- Used with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications or with any passengers being carried in an unsafe manner including in the boot of the **car/s** (whether the tailgate is open or closed), on the exterior of the **car/s** or on the exterior flatbed (whether covered over or not) of any pick up truck
- Used for any type of delivery, renting out, peer to peer hire schemes (including when the hirer is using **your car**) or used for hire and reward and including (but not limited to) use as a taxi or for couriering

continued overleaf

- Used whilst the driver is acting in contravention of the laws (in the country where the incident happens) relating to:
  - The use of a hand-held mobile phone or similar hand-held device while driving
  - The use of the **car/s** while unfit through alcohol, drugs, medications or other substances, whether prescribed or not (and in this context the failure to provide a sample of breath, blood or urine when required to do so, without lawful reason shall be deemed to amount to such use)
- Used by a provisional licence holder in contravention of the legal requirements applicable to that driver whilst learning to drive
- In addition to those listed above, used for any other criminal purposes (including avoiding lawful apprehension), except for any motoring offences
- Used for a deliberate or reckless act with the intention of:
  - causing damage to another vehicle or vehicles or property;
  - causing injury to any person or putting any person(s) in fear of injury, or
  - self-harm or suicide.

These exclusions don't apply to a claim for any injury, loss or damage which **you** suffer whilst **your car**:

- is with a member of the motor trade for maintenance or repair;
- has been stolen or taken away without **your** permission; or
- is 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** are not covered for any claim for the theft of **your car** unless:

- **You** have reported the theft to the nearest police authority within seven calendar days of discovery
- **You** have 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** 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. Car/s modifications

This **policy** doesn't cover any non standard parts or vehicle software updates not supplied by the **car/s** manufacturer (modifications). If **you** make a claim for loss or damage to **your car**, **your insurer** will only be responsible for parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration.

#### 5. Radioactivity

**You** are 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.

#### 6. War

**You** are not covered for any loss, damage, injury or legal liability caused directly or indirectly by invasion, war, acts by foreign enemies, hostilities (whether war be declared or not), civil war, revolution, military or usurped power, or any similar event.

#### 7. Riot

**You** are 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.

## 8. Terrorism

**Your insurer** will not provide cover for any injury, loss, damage or liability caused by or arising out of an act of terrorism. Here, an act of terrorism means 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, or the equivalent authorities in any country falling within the geographical scope of the **policy** as set out in Section 5.

## 9. Use on airfields

**You** are 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.

## 10. Pollution

**You** are 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.

## 11. Deliberate acts

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

## 12. Confiscation

**You** are 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.

## 13. Pressure waves

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

## 14. Cyber Attack or Computer Virus

**You** are not covered for any loss or damage caused by **cyber attack** or **computer virus**.

## 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** should register it online in MyAccount or phone **our** claims helpline, within seven days of the incident. Any insured drivers can also tell **us** by phoning **our** claims helpline.

**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:**

- Carry out the repair; and
- Take over and conduct the defence or settlement of any claim under the **policy** for its own benefit. This includes taking proceedings in **your** name, or in the name of any other person claiming under the **policy**, at its own expense. Save in respect of the **excess**, **your insurer** has the right to retain sums recovered in full insofar as they reflect the diminution in value of the vehicle.

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 be responsible for any claim if the loss, damage or liability is covered 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** that unlock **your car** must be removed when it's left unattended or unoccupied
- **You** must maintain **your car/s** 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/s** 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 act**. 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 costs of insurance or instalments due under a credit agreement

**Cost of insurance:** All payments for the **cost of insurance** must be paid on time. If payment isn't received by the due date that is an event that entitles **your insurer** to cancel **your policy** in accordance with its rights of cancellation set out in this **policy** document. **We** are authorised by **your insurer** to exercise that right of cancellation on its behalf.

**Payment by instalments:** If an instalment under a **credit agreement** isn't received by the due date that is an event that entitles **your insurer** to cancel **your policy** in accordance with its rights of cancellation set out in this **policy** document. **We** are authorised by **your insurer** to exercise that right of cancellation on its behalf.

### 4a. Maintaining an active Direct Debit under a credit agreement

Where **you** pay by instalments under a **credit agreement**, **you** must maintain an active Direct Debit instruction for repayments. If **you** do not have an active Direct Debit instruction in place that is an event that entitles **your insurer** to cancel **your policy** in accordance with its rights of cancellation set out in this **policy** document. **We** are authorised by **your insurer** to exercise that right of cancellation on its behalf.

## 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 policy** and the cost of **your** insurance are based on the information **you**, as the **policyholder**, have given **us**. It's very important that this is kept up to date.

Remember **you** have a duty to answer all questions asked of **you** fully and accurately and in no way to make a false statement or withhold information. Reference should be made to the section '**Your legal obligations**' to understand the possible consequences of **you** failing to meet this duty upon **you**.

**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 of insurance** and **statement of insurance** show the answers **you** have provided and **you** can find these in the app and MyAccount. If any of the details are incorrect, **you** must let **us** know as soon as possible after receiving **your** documents or being notified they are ready to view.

There is also a duty to report changes to **your policy** during the life of and on renewal of the **policy**. In other words, **you** are required to keep **your policy** details up to date.

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. In some cases, the additional cost could be significant. 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**. If the change cannot be made via the app or by visiting MyAccount, **you** will need to contact **us** direct.

Some examples of what **you** should tell **us** about follow. This list can't cover everything so, if anything changes, it's a good idea to check the app or MyAccount, or contact **us** to see if it's something **we** need to record on **your policy**.

Please use the app or visit MyAccount to view and/or make changes to **your policy**.

Log in to MyAccount with **your** email address: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

**You must tell us immediately if:**

- **You**, or any named driver/s or **car/s**, are involved in an accident, no matter how minor and regardless of blame and whether or not **you** want to make a claim; this includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window)
- Any named driver (including **you**) passes their driving test and moves from a provisional to a full driving licence, or any named driver's (including **yours**) licence is revoked, either temporarily or permanently
- The status of **your** or any named driver's licence changes in any other way
- **You** change **your** address
- **You**, or any named driver/s, change the type of job they do
- **You** or any named driver intend to change any of the **car/s** on **your policy**
- **You** want to change what **you** use **your car/s** for (e.g. for business)
- **You** want to add other drivers
- **You** intend to alter or modify **your car/s** 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 **policy** doesn't cover any non standard parts or vehicle software updates not supplied by the **car/s** manufacturer (modifications). If **you** make a claim for loss or damage to **your car, your insurer** will only be responsible for parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration.



The above does not constitute a full list of all possible changes **we** would expect **you** to notify **us** of immediately. Failure to notify **us** of any of such matters immediately may result in **your policy** being cancelled by **your insurer**, additional **premium** being applied and/or **your** claim being rejected or not paid in full.

### Things you must tell us about at renewal:

On renewal of the **policy**, think back over the previous 12 months and let **us** know if anything has changed for **you** or any named driver (which is not encompassed within the duty to notify **us** immediately as set out above).

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

- 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 named drivers need to tell the DVLA/DVLANI 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.

Failure to notify **us** of any of the matters required to be notified to **us** on renewal may result in **your policy** being cancelled by **your insurer**, treated as if it had never existed (from the start date of the renewed **policy**), additional **premium** being applied and/or **your** claim being rejected or not paid in full.

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

Please email: [CounterFraudMailbox@hastingsdirect.com](mailto:CounterFraudMailbox@hastingsdirect.com) if **you** would like further details on how the fraud prevention agencies may use this information.

## 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** wilful act or with **your** knowledge.

Then, depending on the circumstances:

- **Your insurer** may be entitled to refuse responsibility for the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel the **policy** or treat it as if it had never existed without refunding **your premium**.
- All other **policies you** have entered into through **us**, to which **you** are connected (including van, bike and home insurance), 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.

**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. Voluntary use

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

## 11. Where you live

**You** will 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.

## 12. Use of your car/s

**You** or anyone else covered by **your policy** will only use **your car/s** for the purposes covered by **your policy** (whether or not any other use is covered by another policy).

### 13. Recovery of payments made where exclusions apply

If the terms of the **policy** entitle the **insurer** to refuse, and the **insurer** does refuse, to cover **you** or any other person covered by the **policy** in respect of a liability for which the **road traffic act** requires **you** to have insurance, the law may require the **insurer** to make payments in respect of that liability. In addition to any statutory right that the **insurer** may have to recover such payments from **you**, this **policy** entitles the **insurer** to recover any such payments (including any payments which result from the provisions of the Articles of Association of the Motor Insurers Bureau, which the **insurer** is required by law to be a member of) from **you** or the driver whether or not those payments are made pursuant to a judgment or settlement agreement.

In all the circumstances listed in general exceptions and general conditions, 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.

## Cancellations

This section contains important information about **your** rights, plus **ours** and **your insurer's** rights of cancellation

### Your rights to cancel this policy

**You** have the right to cancel this **policy** within the first 14 days without incurring a penalty and 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.

### Policyholder of a single car policy

Cancellation can only be authorised by the **policyholder** and it's **your** responsibility to notify any other drivers named on the **policy** that they are no longer insured.

### A policyholder of a multi car account:

- Can cancel their own **policy** but not the whole **multi car account**
- Can have their **policy** cancelled by the **account holder** if the **account holder** cancels the whole **multi car account**. Where **we** haven't managed to obtain the **policyholders** consent at the point of the cancellation instruction from the **account holder**, **we** will send the **policyholder** whose consent **we** have not been able to obtain, written notice of cancellation, after which the **policy** will be cancelled.
- It's the **policyholder's** responsibility to notify any other named drivers on the **policy** that they are no longer insured.

### What happens when the policy is cancelled?

If the **policy** is cancelled, any fees, such as the arrangement fee, incurred before cancellation are non-refundable, as is the cost of **your** insurance for the number of days **you** have been insured.

If the **policy** is cancelled, **your insurer** won't refund a **premium** for any **car** where a non-recoverable claim has been made on the **car** or any replacement **car** during the **period of cover**. Where instalments are being paid under a loan agreement, the balance of the annual **premium** and the cancellation fee (if it's 14 days or more since **your policy** started) will need to be paid.

A **multi car account** includes discounts on the overall **premium**. If any **car** is cancelled from the **multi car account**, the entitlement to a discount is lost. Consequently, the **premium** will be adjusted for each remaining **car**.



**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'.

Following the cancellation, **we** will calculate the refund as follows:  
If the cancellation of the **policy** is before the cover starts:

- On a single **car policy**, **you** will be entitled to a full refund of the **insurer premium** minus **our** non-refundable fees as shown on **your** cover summary document
- On a **multi car account**, the **account holder** will be entitled to the full refund of the **insurer premium** minus **our** non-refundable fee as shown on the **multi car account** fees document.

If the cancellation of the **policy** is within the 14 day cooling off period:

- On a single **car policy**, **you** will be entitled to a **premium** refund on a pro-rata basis for the **period of cover** that hasn't been used minus **our** non-refundable fees as shown on **your** cover summary document
- On a **multi car account**, the **account holder** will be entitled to the **premium** refund on a pro-rata basis for the **period of cover** that hasn't been used, minus **our** non-refundable fees as shown on the **multi car account** fees document.

If the cancellation of the **policy** is at any other time,

- On a single **car policy**, **you** will be entitled to a **premium** refund on a pro-rata basis for the **period of cover** that hasn't been used minus **our** after 14-day cancellation fee and **our** other non-refundable fees as shown on **your** cover summary document
- On a **multi car account**, the **account holder** will be entitled to the **premium** refund on a pro-rata basis for the **period of cover** that hasn't been used minus **our** after 14-day cancellation fee and **our** other non-refundable fees as shown on the **multi car account** fees document.

## Your insurer's right to cancel your policy

**We** are authorised by **your insurer** to exercise its rights of cancellation set out in this section and to communicate to **you your insurer's** exercise of those rights. **Your insurer's** right to cancel **your policy** for any valid reason includes but is not limited to the following:

- **We** have been unable to collect a payment by the due date, for the **costs of insurance** or an instalment under a **credit agreement** - see general condition 4
- **You** no longer have an active Direct Debit instruction in place for the repayments under **your credit agreement** - see general condition 4a
- **You** notify **us** of a change to **your** details or to **your car/s** that **you** intend to make, and the change is unacceptable to **your insurer**
- **You** fail to notify **us** as soon as possible of a change that **you** have made to **your** details or **your car/s**
- **You** refuse to allow **us** or **your insurer** reasonable access to **your car/s** in order to provide the services **you** have 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/your insurer's** interests
- **Your insurer** is prevented from providing cover under this **policy** by law or other reason

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- **We** reasonably suspect that:
  - The information **you** provided when **you** took out or renewed **your policy** was false or misleading such that '**Your Legal Obligations**' were not complied with as set out earlier in this **policy**. As an alternative, **your insurer** may elect to treat **your policy** as if it never existed
  - **You** or anyone else covered by **your policy** has used **your car/s** for any purpose not covered by this **policy**
  - **You** have failed to comply with the requirements set out in the section '**Keeping your policy up to date**'
  - Modifications have been made to **your car/s** which **you** have not notified to **us**, as required under the section '**Keeping your policy up to date**'
  - **You** have failed to comply with any of the other General Conditions of this **policy**
  - **You** or anyone else covered by this **policy** has been convicted of any offence which includes an element of dishonesty such as; fraud, theft, misrepresentation etc.
  - **You** don't send **us** or **your insurer** information or documentation that **we** or **your insurer** reasonably requires to process **your policy**, or a claim, or to defend **our** or its interests
  - **You** don't take care of **your car/s** as required by General Condition 3 and in **our** or **your insurer's** reasonable opinion this materially increases the risk it has insured
  - **You** use threatening or abusive language or behaviour, or intimidate or bully **our** employees or **your insurer's** staff or suppliers
  - If the **insurer** which provides **you** with additional products connected with this **policy** exercises its rights to cancel those additional products, **your insurer** may also cancel this **policy**.



## Cancellation notice

Except where **your insurer** is entitled to cancel **your policy** with immediate effect, **your insurer** will provide **you** with a minimum of seven days' written notice of cancellation which will be sent to the last email or postal address on **our** system. Except where **your insurer's** right of cancellation has arisen out of a breach of General Conditions 4 (Non-payment of **costs of insurance** or instalments due under a **credit agreement** ) or 4a (Maintaining an active Direct Debit under a **credit agreement**), the notice of cancellation will specify why **your policy** has been cancelled and the date cancellation of **your policy** will take effect. On the specified date, the **car/s** will no longer be insured.

For **multi car accounts**, except where **your insurer** is entitled to cancel **your policy** with immediate effect, a minimum of seven days' notice of cancellation will be sent to each **policyholder's** last known email or address on **our** system. Except where **your insurer's** right of cancellation has arisen out of a breach of General Conditions 4 (Non-payment of **costs of insurance** or instalments due under a **credit agreement**) or 4a (Maintaining an active Direct Debit under a **credit agreement**), the notice of cancellation will specify why **your policy** has been cancelled and the date cancellation of the **multi car account policy** will take effect. On the specified date, all of the **cars** on the **multi car account** will no longer be insured.

**Your insurer** may, in its absolute discretion, withdraw or extend the period of any cancellation notice. **We** are authorised by **your insurer** to withdraw any cancellation notice or grant such extension and communicate it to **you** (verbally or in writing). Where an extension of the cancellation period is provided, the date communicated to **you**, either verbally or in writing, will be the revised date of cancellation of **your policy** on which date, **your car/s** will no longer be insured.

### **Cancellation with immediate effect**

If **you** make, or try to make, a fraudulent claim under this **policy**, or where **we** or **your insurer** reasonably suspects fraud by **you** or anyone else, **we** or **your insurer** have the right to cancel **your policy** with immediate effect and without refunding **your premium**. Any valid claims made before the cancellation of **your policy** will continue to be dealt with by **your insurer**.

### **Payment by Direct Debit under a credit agreement**

Where **your policy** is cancelled for whatever reason, the instalments that have been paid under the **credit agreement** may not be sufficient to pay for the time of the insurance cover received. In this case, the amount owed for the insurance cover received will need to be paid after cancellation plus any interest and fees that apply, see the **credit agreement**.

### **Reclaim of discounts**

In addition, if **you** received a discount from **us** or **your insurer** when **you** bought **your policy**, and **your policy** is then cancelled, **we** can reclaim the unused portion of the discount out of any refund that is due on a pro-rata basis.

### **Cancellation of additional products**

If **you**, **we**, or **your insurer**, cancel **your policy**, at any time, any optional additional products **you** bought with **your policy** (such as breakdown cover) will also be cancelled on the same date as **your policy** is cancelled. Please see **your** additional products policy wording for details of refunds on these products.

### **Refund of premium (if relevant)**

Following cancellation and if relevant, the refund of **your premium** will be calculated as stated in the '**Your right to cancel this policy**' section.

# **Your insurance broker's terms and conditions**

## About your contract with us

This contract is with **us** for arranging and administering **your** insurance **policy**. **We** will 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** will charge **you** the additional fee for amendment to **your policy**.

Details of **our** fees are given to **you** with **your policy** documents issued at inception and renewal:

- On a single **car policy**, the fees table as shown on **your** cover summary document
- On a **multi car account**, the fees as shown on the **multi car account** fees document.

They're available in MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

## What is the service we provide?

**Our** services include arranging **your** insurance cover. **We** will also help **you** make any changes **you** need, such as amendments to the cover, use and **car** insured. **We** will arrange the renewal or cancellation of **your policy**. **We** can arrange optional additional extras such as legal protection and breakdown cover if required. **We** are **your** first point of contact for any incident or claim, after which **we** will pass the details to **your insurer**.

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

## Where your insurer is Advantage Insurance Company Limited:

- i) **We** act as either subcontractor or agent for them, and provide a number of services (which may include the repair of **your car**). When dealing with elements of **your** claim, **we** are acting as agent of the **insurer** and, as their agent, **we** hold claims monies. **We** also receive fees, commission and other income for undertaking these roles and services which **you** agree **we** may retain ii) **We** are entitled to process **your** claim in its entirety as well as conduct the defence or settlement of any claim and / or admit negligence for any accident or claim on **your** behalf.

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

## Our fees

**We** make charges for administering **your** insurance. The 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** make any changes to **your policy** **we** will charge **you** the additional fee for amendment to **your policy**. Details of **our** fees are given to **you** with **your policy** documents issued at inception and renewal.

They are available in MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

- On a single **car policy**, the fees table as shown on **your** cover summary document
- On a **multi car account**, the fees table as shown on the **multi car account** fees document.

**Your insurer** may charge an additional **premium** for changes in **your** circumstances or changes **you** make to **your policy**. If **you** decide to cancel **your policy**, they will charge a **premium** for the time **you** have been covered. These **premiums** will be in addition to **our** fees, which are for **our** services only.

## Payments and refunds

The total price of **your** insurance is shown in **your** documents and includes insurance premium tax. 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** are not aware of any other taxes or costs payable.

**We** have the right not to collect any payment or refund under £1 when making amendments or alterations to **your policy**. If **we** do, the person who paid the **costs of insurance** will be informed of any collections or refunds when the changes are made. **We** will keep any interest and returns earned on any funds **we** hold.

In line with industry standards, **we** use a **third party** to collect and store debit/credit card details. If **you** have agreed beforehand, **we** will 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** will let **you** know before doing this.

If **we** receive an overpayment, **we** will refund it using the debit/credit card details **we** hold. If **you** receive an overpayment, **we** will attempt to recover the money using the debit/credit card stored.

If **you** initially pay by debit/credit card **we** will make any refund to the same card, in accordance with the terms and conditions of the card issuer. **We** are 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.

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



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

The full cost of **your** annual insurance **premium** is paid to **your insurer** when **your policy** starts. So if **you** wish to spread the cost by using direct debits, **we** provide a loan which **you** then repay on a monthly basis over the year.

## Our arrangements with websites

**We** use various referral providers, such as price comparison or cashback websites, to reach new customers. If they introduce **you** to **us**, **we** may pay them a fee for this service.

## Financial Services Compensation Scheme (FSCS)

While **we** are not covered by the FSCS because **we** are a broker, all the **insurers** whose products **we** offer are covered by the FSCS. This means that if the **insurer** 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 is authorised and regulated by the Financial Conduct Authority (FCA). **Our** FCA registered number is 311492. **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 acting as an agent, arranging and assisting in the administration of non-investment insurance contracts.

## Your privacy

**Your** privacy is important to **us** and **we** go to great lengths to protect it. **Our** privacy notice will tell **you** everything **you** need to know about the personal data **we, our insurers** and ancillary product providers hold about **you**, in order to be able to provide **you** with a quote or insurance **policy**. It explains how **we, our insurers** and ancillary product providers may collect, use and share **your** details and tells **you your** rights under data protection laws.

**You** will find **our** privacy notice at [www.insurepink.co.uk/privacy-notice](http://www.insurepink.co.uk/privacy-notice) but if **you** would prefer a paper copy, please speak to **our** customer relations team. Their details are on the [inside back page](#) of this **policy** document.

If **you** have any questions about **our** privacy notice, including any requests to exercise **your** legal rights under data protection laws, please contact **our** data protection team. When contacting **us**, please include **your** full name, **policy** number, address and date of birth and send to:

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



# Things you need to know

## Keeping your policy up to date

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

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. In some cases the additional cost could be significant. Please visit MyAccount to make changes to **your policy**.

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 check MyAccount, or contact **us** to see if it's something **we** need to record on **your policy**.



### Keeping your policy up to date is easy in MyAccount.

**You** can update **your home** address, occupation, mileage and where **you** park **your car** at night, in MyAccount, at any time. **You** can also add or remove drivers, or change the **car** on **your policy** if **you** get a new one.

Once **you** have added **your** new details, **you** will be given a quote. If **you** want to go ahead, **you** can pay it there and then, all without having to call.

Log in to MyAccount with **your** email address:  
[www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

### You must tell us immediately if:

- **You**, or any insured driver/s or **car/s**, are involved in an accident, no matter how minor and regardless of blame and whether or not **you** want to make a claim
- 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 update your policy in MyAccount if:

- **You** change **your** address
- **You**, or any insured driver/s, change the type of job they do
- **You** or any insured driver intend to change any of the **car/s** on **your policy**
- **You** want to change what **you** use **your car/s** for (i.e. for business)
- **You** want to add other drivers
- **You** intend to alter or modify **your car/s** 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/s** – Failure to notify **us** of a modification may result in **your policy** being cancelled from the start date, additional **premium** being applied or **your** claim being rejected or not paid in full.

This **policy** doesn't cover any non standard parts or vehicle software updates not supplied by the **car/s** manufacturer (modifications). If **you** make a claim for loss or damage to **your car**, **your insurer** will only be responsible for parts needed to meet the manufacturer's standard specification.

When **you** renew **your policy** it's **your** responsibility to tell **us** about any changes or incidents. **You** will need to tell **us** about anything that's happened in the last 12 months to all **car/s** on the **policy**.

## Continuous Payment Authority

A method of automatic payment used when paying by debit or credit card.

**Continuous payment authority** prevents **you** from having to provide fresh payment details each time payments are due on **your policy**, such as **your** renewals, or when an additional **premium** is due following a change to **your policy** and any outstanding balances due after cancellations. **Continuous payment authority** allows **your** insurance cover to continue without interruption and **we** are automatically able to take any payments that are due. **You** will always be told in advance before any payments are taken and **you** can cancel the **continuous payment authority** at any time by contacting **us**.

## 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** have committed fraud, **we** may pass **your** details to relevant agencies to prevent fraud and money laundering.

Please email [CounterFraudMailbox@hastingsdirect.com](mailto:CounterFraudMailbox@hastingsdirect.com) if **you** would 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** will send a renewal notice that the insurance cover is due to expire. In most cases, this notice will include an offer to renew the insurance for another year. The renewal notice will include important facts about the **policy**, any changes to the **policy** terms and a price.

- On a single **car policy**, the renewal notice is sent to the **policyholder**
- On a **multi car account**, the renewal notice will be sent to the **account holder**

The renewal terms offered will be based on the most recent information **you** have given **us**. Please check the accuracy of this information and if any details are incorrect contact **us** immediately.

In a small number of cases, the **insurer** may not renew the **policy**.

If **you** want to accept a renewal offer, **you** must take reasonable care to ensure that all information contained in the **policy** is correct and up to date for all **car/s**. 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 the renewal **schedule of insurance** and it's the **policyholders** responsibility to ensure that all drivers are aware of all terms and conditions.

## 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 the **policy we** will tell **you** this in **your** renewal notice.

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

- **You** have previously told **us you** don't want **us** to automatically renew **your policy**
- **You** have got an outstanding debt on **your** current **policy**.

If **you** don't want **your policy** to renew automatically, **you** can opt out by changing **your** settings in MyAccount (up until **we** have sent **your** renewal notice) or by calling **our** customer services team at any time before **your** renewal date. If **you** would like to discuss **your** renewal price or have any other questions about **your** renewal notice, please also get in touch [www.insurepink.co.uk/contact-us/](http://www.insurepink.co.uk/contact-us/)

## After renewal

If the **policy** is paid by annual or monthly direct debit or **continuous payment authority**, **we** will continue to collect the **premium** as agreed previously, using the same account details given to **us** in the previous year. When the **policy** is renewed, this will be a new contract of insurance with **us** starting on the cover start date shown on the renewal documents.

If the **policy** is paid annually but the credit/debit card details are not left with **us**, so that **we** can automatically renew the **policy**, this will be a new contract of insurance on the day the **policy** is renewed and the **premium** will be due on this date.

**You** must contact **us** as soon as possible to pay the **premium**.

**You** have the right to cancel this **policy** at any time as detailed in the cancellation section of this **policy**.

## How to make a complaint

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

Email: [customerrelations@insurepink.co.uk](mailto:customerrelations@insurepink.co.uk)

Call: **0333 999 8904**

Address: **Customer relations team, insurePink, Conquest House, Collington Avenue, Bexhill-On-Sea TN39 3LW**

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

**We** will 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** will keep **you** fully informed of the position until **we** are 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** are 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

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## How to claim

To report an incident or make a claim, 24 hours a day, 365 days a year:

Online: Log into MyAccount [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

Call (in the UK): **0333 321 9800**

Call (outside of the UK): **00 44 1424 738 585**

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: [claims@insurepink.co.uk](mailto:claims@insurepink.co.uk)

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

## Manage your policy online

In the app and MyAccount **you** can check or change **your** details, view **your** documents or find answers to questions in **our** FAQs

Log in or register for MyAccount: [www.insurepink.co.uk/myaccount](http://www.insurepink.co.uk/myaccount)

Chat to **our** customer services team: [www.insurepink.co.uk/contact-us/](http://www.insurepink.co.uk/contact-us/)

If there's a second car in your household you could save time and money with a multi car policy.

**Call us for a quote: 0333 321 9656**