



# HEDGEHOG PRIVATE CAR POLICY WORDING

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## Private Car Policy Summary

Please note that this is a summary of your policy. It does not contain the full terms and conditions of your Hedgehog policy, which you can find in the policy wording that follows.

This summary relates to Hedgehog policies effective from 1<sup>st</sup> January 2019 onwards.

Hedgehog is a trading name of Rostella Limited. The policy is provided by Rostella Limited and underwritten by Berkshire Hathaway International Insurance Limited.

You can choose the cover that suits your needs from:

Comprehensive	Covers your car against accidental damage, loss or damage caused by fire or theft and provides third party liability cover for injury or damage you may cause to others or their property.
Third Party, Fire and Theft	Covers your car against loss or damage caused by fire or theft, and provides third party liability cover for injury or damage you may cause to others or their property.

The level of cover, together with any endorsements that may apply to your policy, are shown in your Schedule.

This is an annual policy, which we may automatically renew at the end of each policy year unless you tell us otherwise.

Most claims will be subject to an excess, which is the amount you have to pay towards the claim. Your schedule shows the excess (or excesses) applicable to your policy.

You need to let us know if you plan to leave the country for more than 60 days and are not taking your car.

## Features, Benefits and Exclusions of Your Car Insurance Policy

	Features & Benefits	Significant exclusions or limitations
<p>Section 1 – Accidental Damage ✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>Replacement or repair if your car, spare parts or accessories are accidentally or maliciously damaged.</li> <li>New car replacement if, within 12 months of buying from new, the cost of repairing your car following an accident is more than 59% of the last UK list price including taxes.</li> <li>Cover includes draining and flushing the fuel tank, and any damage to your car's engine from accidental misfuelling.</li> </ul>	<ul style="list-style-type: none"> <li>The excess shown on your Schedule.</li> <li>Loss of or damage to your car when it is unoccupied unless all windows, doors and roof openings are closed and locked and all keys needed to lock the car are in your possession or the person authorised to use your car.</li> <li>Loss or damage caused by a member of your family or household taking the car without your permission.</li> <li>Loss of value after repair.</li> <li>Loss as a result of deception or fraud.</li> <li>New car replacement only applies if the replacement car is available in the UK and anyone else who has an interest in your car agrees. You must be the first and only registered keeper.</li> <li>Courtesy car – this is not guaranteed to be the same size or model as your own car and depends on what is available.</li> </ul>
<p>Section 2 – Fire and Theft ✓ Comp ✓ TPFT</p>	<ul style="list-style-type: none"> <li>Replacement or repair if your car, spare parts or accessories are lost or damaged by fire, lightning, explosion, theft or attempted theft.</li> <li>New car replacement if, within 12 months of buying it from new, your car is stolen and not recovered, and the cost of repairing your car is more than 59% of the last UK list price including taxes.</li> </ul>	<ul style="list-style-type: none"> <li>The excess shown on your Schedule.</li> <li>Any claim which involves more than the breaking of glass and scratching of paintwork caused by broken glass.</li> <li>Windscreens or windows not made of glass.</li> <li>Any glass that is part of a removable or folding convertible roof.</li> <li>Any amount over £200 for replacement or £50 for repair unless the insurers' approved glass supplier is used.</li> </ul>
<p>Section 3 – Glass in Windscreens, Sunroofs or Windows ✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>Replacement or repair of windscreen, windows or sunroof (including scratching of paintwork caused by broken glass).</li> <li>No effect on your No Claim Discount.</li> </ul>	<ul style="list-style-type: none"> <li>The excess shown on your Schedule.</li> <li>Any claim which involves more than the breaking of glass and scratching of paintwork caused by broken glass.</li> <li>Windscreens or windows not made of glass.</li> <li>Any glass that is part of a removable or folding convertible roof.</li> <li>Any amount over £200 for replacement or £50 for repair unless the insurers' approved glass supplier is used.</li> </ul>

<p>Section 4 – Liability to Other People</p> <p>✓ Comp ✓ TPFT</p>	<ul style="list-style-type: none"> <li>• Death of or injury to other people, unlimited.</li> <li>• Third Party property damage, up to £20m and £5m for costs and expenses.</li> <li>• Driving other cars (DOC) Third Party only cover for the policyholder (Comprehensive policies only).</li> </ul>	<ul style="list-style-type: none"> <li>• Driving Other Cars (DOC) cover only applies for comprehensive policies if it is shown on the Certificate of Motor Insurance. Covers the policyholder only for Third Party only cover. This cover excludes cover outside the UK or for cars registered outside the UK or when your car has been stolen or declared a total loss.</li> <li>• If you or any driver named in the Certificate of Motor Insurance is convicted of driving under the influence of drugs or alcohol, the most the insurer will pay will be the cover required under road traffic legislation. The insurer may recover from you any amount that they have to pay.</li> </ul>
<p>Section 5 – Personal Accident</p> <p>✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>• Up to £5,000 per person, up to £10,000 per accident if the policyholder, spouse, common law partner or civil partner are accidentally injured or killed in the insured car.</li> </ul>	<ul style="list-style-type: none"> <li>• This cover is not available if the car is a convertible.</li> <li>• Cover is excluded if death due to suicide, failure to wear a seatbelt, or if any driver is convicted of driving while under the influence of drink or drugs.</li> </ul>
<p>Section 6 – Medical Expenses</p> <p>✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>• Up to £100 for each person injured in your car if it is involved in an accident.</li> </ul>	<ul style="list-style-type: none"> <li>• This cover is not available if the car is a convertible.</li> </ul>
<p>Section 7 – Personal Belongings</p> <p>✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>• Up to £250 cover for loss or damage caused by accident, fire or theft.</li> </ul>	<ul style="list-style-type: none"> <li>• Excludes any loss or damage when no-one is in the car unless all its doors, windows and sunroof are closed and locked.</li> <li>• No cover if the property is in a convertible car, unless it is stored in locked luggage or locked glove compartment.</li> </ul>
<p>Section 8 – Key and Replacement Locks</p> <p>✓ Comp × TPFT</p>	<ul style="list-style-type: none"> <li>• Up to £500 to replace keys and locks if you lose your keys or they are stolen.</li> </ul>	<ul style="list-style-type: none"> <li>• Excludes any loss where the keys are either left in or on your car at the time of the loss.</li> <li>• Excludes any loss where they are taken without your consent by a member of your immediate family or a person living in your home.</li> </ul>

Section 9 – Using Your Car Abroad ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> <li>Use of your car in the EU countries is included up to 90 days per year.</li> </ul>	
Section 10 – No Claim Discount ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> <li>No loss of No Claim Discount if hit by uninsured driver.</li> </ul>	<ul style="list-style-type: none"> <li>No Claim Discount will be reduced if the insurer cannot recover outlay in full.</li> </ul>
Section 11 – No Claim Discount Protection ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> <li>No Claim Discount protection is available. This will keep your No Claim Discount provided you have no more than two claims in three years.</li> </ul>	<ul style="list-style-type: none"> <li>The No Claim Discount protection will not prevent your premium from increasing at renewal.</li> </ul>

## Complaints

If you want to make a complaint, please email us at [complaint@hedgehoginsurance.com](mailto:complaint@hedgehoginsurance.com) or go to [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com) where you can complete a complaints form.

If we cannot settle your complaint, you may be able to refer it to the Financial Ombudsman Service.

## Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS). If the insurer cannot meet its liabilities you may be entitled to compensation under this scheme. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

## Private Car Policy Wording

### Welcome to Hedgehog

Thank **you** for choosing Hedgehog for **your car** insurance.

This is your Private Car Policy Wording. Please read it carefully together with **your Schedule, Statement of Fact** and the **Certificate of Motor Insurance**, as together these documents form the contract between **you** and the **insurer**. These documents are available in Your Account at <https://www.hedgehoginsurance.com>

IMPORTANT: This contract is based on the information **you** provided when **you** applied for this insurance. Please check **your Statement of Fact** carefully to ensure that the information **you** have supplied is correct. If any of this information is incorrect, please make the changes to **your policy** immediately online via Your Account.

This wording also provides information about changes which may affect **your policy** and how **you** must tell **us** straight away about any changes **you** make (page 11) as well as how to tell **us** about any claims (page 10).

If **you** do not inform **us** about any inaccuracy or change, it may affect any claim **you** make or could result in **your** insurance being invalid. It is an offence under road traffic legislation to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

This is a contract with **us** and **our** authorised **insurers** whose terms and conditions are set out on this document. The **Schedule**, the **Certificate of Motor Insurance**, the information **you** gave to **us** as shown on the **Statement of Facts** and declarations that **you** made to **us** all form the **Contract of Motor Insurance**

English law will apply to this contract unless **you** and the **insurer** have otherwise agreed in writing. This contract is written in English and any associated communications will be in English.

*Ben Gower*

Ben Gower  
Director – Rostella Limited  
For and on behalf of Berkshire Hathaway International Insurance Limited

## Definitions

Wherever the following words and phrases appear in bold within this policy wording they will have the meaning given below, except where indicated under the Data Protection Notice (Page 37).

**Audio, Visual, Navigation and Communication Equipment:** Equipment listed below which is permanently fitted to **your car** and designed solely for use in a motor vehicle:

- radio, cassette, compact disc or other audio equipment;
- telephone or other communication equipment;
- television or other visual entertainment equipment; and
- visual navigation equipment.

**Certificate of Motor Insurance:** A legal document which evidences that **you** have the insurance required by law, showing what vehicle is covered, who can drive **your car**, for what purposes it can be used and the **period of insurance**.

**Convertible Car:** A motor vehicle in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/ or soft/hard tops.

**Courtesy Car:** A car provided by a Hedgehog approved repairer or another company instructed by **us**. Courtesy cars are usually small cars with a manual gearbox (typically a one litre hatchback or similar). A courtesy car is not intended to be a like for like replacement for **your car**.

**Endorsement:** A clause which changes the terms of **your policy**. Any **endorsement** that applies is shown in **your Schedule**.

**Excess:** The amount of any claim **you** will have to pay if **your car** is lost, stolen or damaged. All excesses that apply are shown on **Your Schedule**. **You** are responsible for paying all **excesses** applying to the **policy**, even if the incident is not **your** fault.

**Geographical Limits:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This includes while **your car** is being transported between any of these countries.

**Insurer:** Berkshire Hathaway International Insurance Limited is the insurance company which covers **you** and whose name is shown on **your Certificate of Motor Insurance**.

**Key:** Any key or alternative electronic or mechanical device designed to secure, gain access to, and allow **your car** to be started or driven.

**Market value:** The cost of replacing **your car** with one of a similar make, model, age, mileage and condition based on market prices at the time of the accident or loss, excluding the value



of a cherished plate. This may not be the same price **you** originally paid for **your car** or the value **you** declared on the **Statement of Fact**.

**Malicious Damage:** Damage that is a result of a deliberate act with the purpose of causing harm or damage (including vandalism) but not damage caused by attempted theft.

**Period of Insurance:** The length of time covered by this **policy**, as shown on **your current Certificate of Motor Insurance**.

**Policy, Contract of Motor Insurance:** The documents that form the contract of insurance; this document, the **Schedule**, **Statement of Fact** and **Certificate of Motor Insurance** and **endorsements**.

**Schedule:** The latest document issued to **you**, which gives details of the **period of insurance**, the sections of the **policy** which apply, the premium **you** have to pay, the **car** which is insured and details of any **excess**.

**Statement of Fact:** The latest document containing the statements made by **you**, the information provided by **you** and declared as correct when **you** applied for, renewed or adjusted **your** cover and on which **we** have relied when agreeing to offer this **policy**.

**We, Our, Us:** Rostella Limited acting on the authority of the **insurer**.

**You, Your:** The person named as the policyholder on **your** current **Schedule** and **Certificate of Motor Insurance**.

**Your car:** Any private motor vehicle stated on **your** current **Certificate of Motor Insurance** and **Schedule**, including a **courtesy car** provided by one of the approved repairers under this insurance.

## Your Cover

The level of cover and any **endorsements** that apply are shown in **your Schedule**.

If the cover is changed, or if any new **endorsements** are applied, **we** will give **you** a new **Schedule**.

If **your** cover is detailed in **your Schedule** as:

Comprehensive - Sections 1 to 10, 12 and 13 of this **policy** wording apply.

Third party, fire and theft - only Sections 2, 4, 9, 10, 12 and 13 of this **policy** wording apply.

Section 11 No Claims Discount Protection will apply if **you** have bought it and it is shown in **your schedule**.

If **you** have bought other Optional Extras these will be shown in **your schedule** and separate policy wordings and contracts will apply.

## MAKING A CLAIM

24-hour Claims Helpline - 0330 058 7330

If **you**, or **your car**, are involved in any type of accident or loss, please call **our** Claims Helpline within 24 hours of the incident, or as soon as practically possible after the event by phoning the number above.

All accidents or claims must be reported regardless of whether **you** want to make a claim or not and whether **you** are at fault or not. Failure to report an accident or claim may result in **your** insurance being invalid.

**Our** Claims Helpline is open 24 hours per day, 365 days per year.

If **your car** is damaged, and the damage to **your car** is covered under **your policy**, **our** claims team will arrange for a fast and efficient repair through **our insurer's** approved repairer network. **We** will instruct one of **our** approved repairers to collect **your car**. **You** will be provided with a **courtesy car**, free of charge, while **your car** is being repaired, subject to availability. The **courtesy car** is only available while the **policy** is in force and the use of a **courtesy car** ends when the **policy** is cancelled.

The repairs carried out by the **insurer's** approved repairer are guaranteed for 5 years.

If **you** choose not to use the **insurer's** approved repairer network, this may lead to delays in arranging repairs to **your car**. **You** will need to provide **us** with two estimates from repairers, and **we** may need to arrange a physical inspection of **your car** before agreeing the repair. **We** will not guarantee the repairs and **we** will not provide a **courtesy car**.

## Windscreen Claims

24-hour Glass Helpline 0344 248 2164, or for direct online bookings please go to <http://www.autoglass.co.uk>

If **your policy** includes Windscreen Cover, please call **our** Glass Helpline to arrange to repair or replace **your** windscreen. **Our** Glass Helpline is open 24 hours per day, 365 days per year.

## Changes to your insurance

It is important that **you** tell **us** immediately about any changes to the information that **you** have provided which is detailed in **your Statement of Fact, Schedule and Certificate of Motor Insurance**. **You** should also show **your policy** to anyone else who is covered under it and ensure that they are aware of its terms and conditions. Failure to notify **us** of any changes may result in **your policy** not being valid and **we** may not pay **your** claim. **We** may also cancel or void **your policy**.

For example, **you** must tell **us** about:

- a change of **car** (including additional cars) or a change of its registration mark;
- all changes **you** or anyone else make to **your car** if these mean the vehicle is different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic);
- if **you** sell or get rid of **your car**;
- a change of address or change the place **you** keep **your car**;
- a change of job, including any part-time work by **you** or other drivers, or a change in the type of business or having no work;
- **You** change what **you** or anyone covered by this **policy** use **your car** for (for example, **you** start using it for business purposes);
- a change to the drivers covered under this **policy**;
- If **you** or anyone covered by this **policy** changes their name (for example, by marriage);
- **You** or anyone covered by this **policy** has an accident or claim under another motor insurance policy;
- **You** or anyone covered by this **policy** have had a motoring conviction, driving licence endorsement, fixed penalty points or been disqualified from driving;
- **You** or anyone covered by this **policy** have had their licence revoked or their licence has expired and has not been renewed;
- **You** or any driver named in the **Certificate of Motor Insurance** are convicted of a non-motoring criminal offence; or
- **You** or anyone covered by this **policy** cease to be a permanent UK resident.

If **you** don't tell **us** about any changes, **the insurer** may not be able to cover **you** if **you** need to make a claim, and in certain circumstances **your policy** could be cancelled or made void by **us** or the **insurer**.

If the **insurer** accepts a change to **your policy**, **we** may apply a fee for certain changes to **your policy**, in addition to any change in **premium** charged by the **insurer**. **You** can find details of **our** fees in **our** Terms of Business document.

To make changes to **your policy** – go to Your Account at [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com)

## Section 1 Accidental Damage

### What is covered

#### 1.1 Accidental Damage

If shown on **your Schedule**, the **insurer** will cover **you** under this section for accidental damage or **malicious damage** to:

- **your car**;
- **Your car's** accessories and spare parts while in or on **your car**; and
- **Your car's audio, visual, navigation and communication equipment**. The most the **insurer** will pay for aftermarket equipment subject to proof of purchase is 15% of the value of **your car** up to a maximum of £1000.

The **Insurer** will at its choice either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if it is not economical to repair **your car**.

#### 1.2 Misfuelling

If **you** have Comprehensive cover shown on **your schedule**, if **you** or any driver named in the **Certificate of Motor Insurance** accidentally fill **your car** with the wrong fuel within **Geographical Limits**, the **insurer** will pay to drain and flush **your** fuel tank. Any damage to **your car** engine caused directly by the wrong fuel will also be covered. Once **we** have details of the misfuelling, **we** will agree with **you** how to arrange the repair.

## Section 2 Fire and Theft

### What is covered

The **insurer** will cover **you** under this section for loss or damage by fire, lightning, explosion, theft or attempted theft to:

- **your car**;
- **Your car's** accessories and spare parts while in or on **your car**; and
- **Your car's audio, visual, navigation and communication equipment**. The most the **insurer** will pay for aftermarket equipment subject to proof of purchase is 15% of the value of **your car** up to a maximum of £1000.

The **Insurer** will at its choice either:

- pay the cost of repairs to **your vehicle**, if **your vehicle** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your vehicle** at the time of the damage or loss less any required **excess** if:
  - it is not economical to repair **your vehicle**, or
  - if **your vehicle** is stolen but not recovered.

### What is not covered under Sections 1 and 2

- the **excesses** shown on the **Schedule** for each section. All **excesses** (including voluntary **excesses**) are cumulative. **You** must pay these **excesses** irrespective of who **you** consider to be responsible for the damage.
- wear and tear.
- **Your car** losing value after or because of repairs, or for any repairs which improve **your car** beyond its condition before the loss or damage happened.
- mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- damage to **your** tyres caused by braking, punctures, cuts or burst.
- more than the manufacturer's latest list price of any part or accessory as at the date of repair and reasonable costs for fitting.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available in the United Kingdom.
- Replacing any **audio, visual, navigation and communication equipment** or **your car's** accessories and spare parts if **your insurer** has paid **you** a cash amount to replace **your car**.
- Any payment over £1,000 or 15% of the value of **your car** (whichever is less) for loss or damage to **audio, visual, navigation and communication equipment**.
- Loss or damage to **audio, visual, navigation and communication equipment** not permanently fitted to **your car**.
- Loss of use of **your car** or any other indirect loss.
- Loss of or damage to **your car** by theft or attempted theft when it is unoccupied unless all its windows, locks and roof openings are closed and locked and all **keys** needed to secure **your car** are with **you** or the person authorised to use **your car**.
- Loss of or damage to **your car** as a result of deception or fraud by a person pretending to be a buyer or buying or acting on behalf of a buyer.
- Loss as a result of deception or fraud including loss as a result of a bank or building society not authorising a counterfeit cheque or other form of payment.
- Loss of or damage to **your car** where **your car** is driven or used without **your** permission by a member of:
  - **your** family or family of any driver covered by this **policy**;
  - **your** household or household of any driver covered by this **policy**; or

- someone in a close personal relationship with **you** or any driver covered by this **policy**.

unless **you** report the person to the police for taking **your car** without **your** consent and no subsequent statement is made indicating that such a person did in fact have **your** permission.

- Loss or damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car** including, but not limited to:
  - **driving** over the prescribed limit for alcohol;
  - **driving** over the limit for drugs whether prescribed or otherwise;
  - **driving** and subsequently failing to provide a sample of breath, blood or urine when required to do so, without lawful reason;
  - racing formally or informally against another motorist; and
  - causing deliberate damage.
- Loss or damage to **your car** caused by any government, public or local authority legally removing, keeping or destroying **your car**.
- Loss or damage to any trailer, caravan or vehicle, or their contents, while being towed by **your car**.
- Damage to **your car** caused by towing any trailer, caravan or vehicle unless the trailer, caravan or vehicle is properly secured to **your car** by towing equipment manufactured for the purpose; and the method of towing the trailer, caravan or vehicle stays within the manufacturer's recommended towing limits and any other relevant law.
- Loss of or damage to the **car** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law or if **you** or any driver covered by this **policy** know that the **car** is in an unroadworthy condition.

## How the insurer will Settle Your claim – Sections 1 and 2

### 1) Removing and Delivering Your Car

If **your car** is in the United Kingdom and cannot be driven as a result of loss or damage which is covered under this **policy**, the **insurer** will cover the reasonable cost of protecting it and taking it to the nearest suitable repairer, safe place or safe storage. **We** will arrange for **you** and **your** passengers to be taken home or to an address of **your** choice (including a railway station or such like for onward travel) where such home or address is within a 20 mile radius of **your cars** location. The **insurer** will also cover the reasonable cost of delivering **your car** to **you** at the address shown in **your Policy** after it has been repaired.

## 2) Premiums, Hire Purchase and Leasing

If **you** make a claim and **you** have not paid all **your** premium, any unpaid premium may be deducted from any claim settlement made to **you**. If **your car** is considered a total loss and is under a hire-purchase or leasing agreement, the **insurer** will pay the claim money direct to the hire-purchase or leasing company. The balance, if any, will be paid to **you**.

## 3) Parts

The **insurer** may repair **your car** by using parts, including recycled parts, that compare in quality to those available from the manufacturer, only in circumstances that will facilitate a high standard of repair or repair where the fitment of original parts may have resulted in the **car** being uneconomical to repair. If a replacement for any damaged accessory or part of **your car** is not available the most the **insurer** will pay is the cost shown in the manufacturer's latest United Kingdom price guide, plus the cost of fitting. The **insurer** will not pay extra costs as a result of parts or replacements not being available in the United Kingdom.

If such a list is not available, the most the **insurer** will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. The **insurer** will not be responsible for additional storage costs caused by the unavailability of an accessory or part not the cost of importation of any accessory or part into the **Geographical Limits**.

If no equivalent part is listed the most the **insurer** will pay is £250.

## 4) New Car Replacement

If **your car** is less than one year old, the **insurer** will replace **your car** with one of the same make, model and specification if:

- **You** are the first and only registered keeper (or the second registered keeper if the first registered keeper is a company the **insurer** recognises as a main agent of **your car's** manufacturers); and
- **Your car** is a UK specification model bought from one of the manufacturer's authorised UK dealers; and
- **Your car** has:
  - been stolen and not found; or
  - been damaged and the cost of repairing **your car** is more than 59% of the last United Kingdom list price (including taxes).

The **insurer** will only do this if a replacement car is available in the United Kingdom and anyone else who has a financial interest in **your car** agrees.

If a replacement car which is the same make, model and specification as **your car** is not available, the **insurer** will pay **you** the price of **your car**, fitted accessories and spare parts in the manufacturer's last United Kingdom price list, less any **excess** that may apply.

If the **insurer** settles a claim under these sections of the **policy**, **your** lost or damaged **car** becomes the **insurer's** property and **you** must send **us** the registration document (V5 or V5C).

## 5) Repairs

**We** will instruct one of the **insurer's** approved UK repairers to contact **you** to arrange to collect **your car**.

Any repairs to **your car** undertaken by one of the **insurer's** approved UK repairers are subject to the following guarantees:

- the bodywork, paintwork and labour will be guaranteed for 5 years; and
- the replacement parts used will be covered for the duration of the manufacturer's guarantee.

Many of the **insurer's** network repairers also carry manufacturer's approval. **You** may request information about manufacturer's approval before repairs commence.

These guarantees will remain in place for as long as **your car** remains owned by **you**.

Repairs may be undertaken by a repairer of **your** choice, but this may lead to a delay in arranging the repair of **your car** and the **insurer** will not be able to provide **you** with a **courtesy car** or guarantee the repairs. If **you** choose to do this, **you** will need to send **us** estimates from two different repairers for the **insurer** to authorise and they may need to inspect **your car**. The **insurer** will then choose which repairer to use, and appoint them to undertake the repair.

## 6) Uneconomical Repairs

If **your car** is uneconomical to repair, following an engineer's inspection and assessment of the **market value** of **your car**, the **insurer** will send **you** an offer of payment.

If the **insurer** agrees to settle **your** claim on this basis, **you** still owe the full annual premium as the **insurer** will have met its responsibilities to **you** under the **policy**.

If there is any outstanding loan on **your car** then the **insurer** will pay the finance company first. If the **insurer's** estimate of the **market value** is more than the amount **you** owe the finance company, the **insurer** will pay **you** the balance.

If **your car** is an electric vehicle with leased batteries the **insurer** may need to pay the company holding the lease (owner of the battery) first. If the **insurer's** estimate of the **market**



**value** is more than the amount paid to the lease company, the **insurer** will pay **you** the balance.

Once the **insurer** settles **your** claim, **your car** becomes the **insurer's** property and **you** must send **us** the registration document (V5 or V5C).

## 7) Child Car Seats

If **you** have a child car seat (or seats) in **your car** and **your car** is involved in an accident that results in impact damage to it or is stolen or is damaged by fire, the **insurer** will pay to replace each child car seat with a new one of the same quality up to a maximum value of £300 per accident.

## 8) Hotel or Travel Expenses

If **your car** cannot be driven after an accident or loss covered by this **policy**, the **insurer** will pay:

- Up to £50 for each person travelling in **your car** to stay in a hotel for one night if **you** cannot continue **your** journey until the next day; or
- Travel expenses up to £100 in total for everyone who was travelling with **you** in **your car**.

The most the **insurer** will pay for any one event is £300.

## 9) Courtesy car

The **insurer** will provide a **courtesy car** if **you** make a claim under Section 1 of this **policy**. **You** will receive a temporary **courtesy car** while repairs to **your car** are being carried out by an approved UK repairer, provided that one is available.

All **courtesy cars** will have comprehensive cover under **your** existing **policy**, including any **policy excesses**, for the period of the loan. (Please note that a **courtesy car** cannot be provided until **your** claim has been accepted and cover has been confirmed).

While **you** have the **courtesy car**, **you** will be liable for any fines for any parking or driving offences, congestion, tolls or road pricing charges and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

**You** must return the **courtesy car** when the approved UK repairer or the **insurer** asks **you** to do so for any valid reason or if this **policy** expires and **you** do not renew it.

Please note **courtesy cars** are only available when **your car** is being repaired by one of the **insurer's** approved UK repairers. **Courtesy cars** are not available if **your car** has been stolen

and has not been recovered, or is not repairable. **Courtesy cars** are not available outside of the United Kingdom.

### 10) Audio, Visual, Navigation and Communication Equipment

Where the **insurer** pays the cost of replacing **audio, visual, navigation and communication equipment** insured under this **policy**, the **insurer** will pay the value of the damaged or lost equipment just before the loss or damage happened.

## Section 3 Glass in Windscreens, Sunroofs or Windows

### What is covered

If shown on **your Schedule**, the **insurer** will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen, sunroof or side or rear windows of **your car** and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

If **you** make a claim under this section, **your** No Claim Discount will not be affected.

The **insurers** approved windscreen repairer is Autoglass. If **you** need to make a claim, please call the 24 hour Glass Helpline on 0344 248 2164 , or make an online booking at <http://www.autoglass.co.uk>

### What is not covered under this Section

- replacement - **you** will have to pay the glass replacement **excess** shown in your **Schedule**.
- repair - if the glass is repaired rather than replaced then **you** will have to pay the glass repair **excess** shown in **your Schedule**.
- if **you** choose not to use **our** approved glass repairer the most the **insurer** will pay under this section will be £200 for replacement or £50 for repair less any **excess** which applies.
- repair or replacement of any glass that is part of a removable or folding convertible roof.
- repair or replacement of any windscreens or windows not made of glass.

## Section 4 Liability to Other People

### What is covered

#### 4.1 Driving Your Car

The **insurer** will cover **you** for all amounts **you** legally have to pay for, if someone else is injured or killed or their property is damaged caused by an incident involving **your car** and any trailer, caravan or vehicle being towed by **your car**.

#### 4.2 Driving Other Cars

If it is shown on **your Certificate of Motor Insurance**, this **policy** provides the same cover as shown in 4.1 above when **you** are driving any other car in the **Geographical Limits** as long as **you** do not own it and it is not hired or leased to **you** under a Hire Purchase or Lease Agreement.

This cover only applies if:

- **You** have the permission from the owner of the car before using it.
- **You** still have **your car**, and it is not a total loss, stolen or **you** have registered **your car** as off the road by sending the DVLA a Statutory Off Road Notification (SORN).
- The car is not owned, hired to or leased by **you** or **your** Spouse or Civil partner.
- The car is insured by its owner.
- **You** are not named as a driver of the other car on any **Certificate of Motor Insurance**.
- The vehicle is a private motor car and not a commercial vehicle, a motor cycle or a car used for public or private hire.
- The car is being used in the **Geographical Limits** and is registered in the United Kingdom.
- **You** are not using this cover to remove the car if it has been seized by, or on behalf of, any government or public authority.
- There is no other insurance in force which covers the same claim.
- The car is driven within the limitations of use shown in **your Certificate of Motor Insurance**.

If **you** drive another car under this section, the cover provided is for Liability to Third Parties only, and it does not provide cover for damage, fire and theft to the car **you** are driving.

### 4.3 Liability Cover for Other People

The **insurer** will also provide the same cover under section 4.1 above for:

- Anyone insured by this **policy** to **drive your car** as long as they have **your** permission, hold a valid driving licence, are driving in line with the terms and conditions of that licence and are not disqualified from driving;
- Anyone who is travelling in or getting into or out of **your car**;
- Anyone **you** allow to use (but not drive) **your car**; and
- **Your, your partner's** (spouse or civil partner) employer while **your car** is being used for business purposes, providing **your Certificate of Motor Insurance** allows this use, unless **your car** is owned by, leased to or hired to **you** or **your partner's** employer or business partner.

### 4.4 Legal Costs

If the **insurer** agrees in writing beforehand, cover is provided for the following costs, if they arise as a result of an incident covered by this **policy**:

- The reasonable legal fees of solicitors or barristers to represent anybody insured under this **policy** at any coroner's inquest or fatal accident inquiry; and
- The reasonable fees for legal services, which the **insurer** will arrange, for defending a charge of manslaughter or causing death by dangerous, careless or reckless driving.

If anyone insured under this section dies while they are involved in legal action as a result of an incident covered by this **policy**, the **insurer** will transfer the cover under this section of the **policy** to their legal personal representatives.

### 4.5 Emergency Medical Treatment

The **insurer** will pay for emergency treatment charges as set out in the road traffic legislation resulting from an accident covered by this **policy**. If the only payment the **insurer** makes is for emergency treatment charges, it will not affect **your** No Claim Discount.

### What is not covered under the whole of section 4

- Amounts over £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage, plus any amount over £5,000,000 for all costs and expenses, arising from one event.
- Any loss of or damage to property which belongs to **you** or any driver insured by this **policy**, or for which they are responsible, if caused by any driver named on the **Certificate of Motor Insurance**.
- Loss of or damage to any trailer, caravan or vehicle **you** tow.

- Death or bodily injury to any employee arising out of, or in the course of, their employment even if the death or injury is caused by anyone insured by this **policy**. However, the **insurer** will provide, where required to do so by Road Traffic legislation, the minimum cover to comply with such legislation.
- any amount where the legal responsibility is covered by any other insurance.
- Anyone driving **your car** with **your** permission who does not hold a valid licence to drive it, who is disqualified from driving or driving outside the terms of their driving licence.
- Anyone who is not driving, but who makes a claim, if they knew the driver driving with **your** permission did not hold a valid driving licence.
- Any costs of pursuing a civil claim arising out of an accident or incident.
- Legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.
- If, following an accident, **you** or any driver named in the **Certificate of Motor Insurance** are convicted of driving while under the influence of alcohol or drugs, the **insurer** can recover any amount from **you** that they have to pay.
- Anyone who has other insurance covering the same liability.
- Any loss, damage, death or injury arising as a result of a road rage incident and/or deliberate act caused by **you** or any driver named in the **Certificate of Motor Insurance**.
- Legal liability, except as required under road traffic legislation, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
- The **insurer** will not be liable for any consequence of terrorism except to the extent necessary to meet the requirements of any road traffic legislation.

## Section 5 Personal Accident

### What is covered

If **you**, **your** spouse, common law partner or civil partner are accidentally injured or killed while travelling in **your car**, or getting into or out of **your car**, or are undertaking emergency roadside repairs to **your car**, and if within 90 days, independently of any other cause, the injury results in any of the following, the **insurer** will pay for:

- Death - £2,500;
- permanent loss of any limb above the wrist or ankle - £1,500; or
- the complete and irrecoverable loss of sight in one or both eyes - £1,500.

The **insurer** will pay up to £5,000 for each injured person, for each accident, and up to £10,000 for any one accident. The **insurer** will pay the injured person or their legal representative.

### What is not covered

- more than £5,000 per person during any one **period of insurance**.
- if **you** or **your** spouse, common law partner or civil partner has more than one policy with the **insurer**, it will only pay the benefit under one policy.
- injury or death to any person not wearing a seat belt when they must do so by law.
- injury or death resulting from a deliberate act, suicide or attempted suicide.
- where the driver of **your car** has been **driving** illegally due to reckless or dangerous **driving**; or exceeding the legal limit of alcohol or drugs at the time of the accident.
- Injury or death if the person claiming was committing a crime at the time of the accident.
- Injury or death if **your car** is a **convertible car**.

## Section 6 Medical Expenses

### What is covered

The **insurer** will pay medical expenses of up to £100 for each person injured, as a result of an accident whilst travelling in **your car**.

**Your excess** will not apply to this section.

### What is not covered

- injury or death resulting from a deliberate act, suicide or attempted suicide.
- where the driver of **your car** has been **driving** illegally due to reckless or dangerous **driving**; or exceeding the legal limit of alcohol or drugs at the time of the accident.
- Injury or death if the person claiming was committing a crime at the time of the accident.

## Section 7 Personal Belongings

### What is covered

The **insurer** will pay up to £250 for personal belongings in **your car** if lost or damaged due to accident, fire, theft or attempted theft. **We** may require proof of purchase or evidence of ownership to support **your** claim. The **insurer** will pay the value of the personal belongings just before the loss of damage happened.

**Your excess** will not apply to this section.

## What is not covered

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- goods, tools, samples or equipment carried in connection with any trade or business.
- Jewellery, including watches.
- any items stolen from a **convertible car** unless they are secured in a locked luggage or glove compartment.
- property covered under any other insurance.
- Theft of property from **your car** if at any time:
  - The **keys** are left in or on **your car** while it is unattended; or
  - **Your car** is unattended without being properly secured, including windows, roof openings, removable roof panels or hood.

## Section 8 Keys and Replacement Locks

### What is covered

If **you** lose **your keys** or they are stolen and **we** decide that it is necessary to replace the **keys** and locks to prevent **your car** from being stolen, the **insurer** will:

- Provide and fit new locks, and provide new **keys**; or
- Settle **your** claim by paying **you** the cost of replacement locks and **keys**.

The **insurer** will decide which option is appropriate. The most the **insurer** will pay for any one event is £500.

**Your excess** will not apply to this section.

### What is not covered

- Any claim if the **keys** were taken without **your** permission by a member of **your** immediate family or person living in **your** home. (This exclusion will not apply if the person who took **your keys** is reported to the Police).
- Any claim if the **keys** were either left in or on **your car** at the time of the loss.

## Section 9 Using your car abroad

### European Union / EEA compulsory insurance

**Your policy** provides the minimum compulsory insurance **you** need by law to use **your car** within the European Union, or any other country which the Commission of the Economic Community approves as meeting the requirements of Article 8(1) of the EC Directive 2009/103/EC, or as amended.

**Your Certificate of Motor Insurance** provides sufficient evidence of the minimum compulsory motor insurance in these countries. **You** do not need a Green Card (The International Motor Insurance Card) for these countries.

**Your Certificate of Motor Insurance** is proof of the minimum compulsory motor insurance in these countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands and The Isle of Man.

### Extended European cover

This **policy** also provides the cover shown in **your Schedule** for up to 90 days in **any period of insurance** while anyone insured by this **policy** is using **your car** within the countries referred to above.

Please note **courtesy cars** are not available abroad and repairs undertaken abroad are not guaranteed as they are not carried out by the **insurer's** approved network of repairers.

As part of a valid claim under Section 1 or Section 2 of this **policy** the **insurer** will pay the costs of recovering **your car** if it is not driveable, and of returning **your car** back to the United Kingdom, if required.

If **your car** suffers loss or damage in any foreign country that the **insurer** has agreed to provide cover for, **you** may be charged customs duty. This customs duty will be refunded if a valid loss or damage claim is made by **you**.

### Using your car in any other countries

If **you** want to use **your car** in countries not included in the list above then **you** must obtain separate cover before **you** enter that country as cover under this **policy** will not apply.

## Section 10 No Claim Discount

If **you** have made no claims in the **Period of Insurance**, **you** will be eligible for a No Claim Discount, (NCD), or for an increase in **your** no claim discount, when **you** renew **your policy**. The maximum NCD **you** can earn under this **policy** is 9 years.

The level of **your** NCD is based upon the number of consecutive years that **you** have had cover and the number of claims that have been made during that time.

If **you** make one or more claims during the **Period of Insurance**, at **your** next renewal **your** NCD will be reduced to the number of years specified in the following scale:



NCD Years at Inception or Last Year's Renewal	1 fault claim	2 fault claims	3 fault claims	4 fault claims	5 fault claims
0 years	0 years	0 years	0 years	0 years	0 years
1 year	0 years	0 years	0 years	0 years	0 years
2 years	0 years	0 years	0 years	0 years	0 years
3 years	1 year	0 years	0 years	0 years	0 years
4 years	2 years	0 years	0 years	0 years	0 years
5 years	3 years	1 year	0 years	0 years	0 years
6 years	4 years	2 years	0 years	0 years	0 years
7 years	5 years	3 years	1 year	0 years	0 years
8 years	6 years	4 years	2 years	0 years	0 years
9 years	7 years	5 years	3 years	1 year	0 years

The following claims will not reduce **your** NCD:

- any payment for emergency treatment charges under Section 4.5;
- any payment made under Section 3 (Glass in windscreens, sunroofs or windows); and
- any claims where **you** are not at fault, provided the **insurer** has recovered its outlay in full.

**You** cannot transfer **your** NCD to anyone else. If **you** insure more than one car through **us**, the NCD is earned separately for each car.

The application of **your** NCD may not necessarily result in a decrease in **your** premium.

### Uninsured Driver Benefit

If **you** have to make a claim because **your** car is hit by an identified driver who is not insured and the accident is completely their fault, **we** will not reduce **your** No Claim Discount. **You** may temporarily lose **your** No Claim Discount until **we** are satisfied that the accident was not **your** fault and the other driver was uninsured, **we** will then re-instate **your** No Claim Discount.

### Vandalism Promise

If **you** have to make a claim for damage that is as a result of vandalism, **we** will not reduce **your** No Claims Discount provided:

- The incident is reported to the Police and assigned a crime reference number and **you** provide **us** with that number within 24 hours;
- **You** pay the **excess**; and
- The damage has not been caused by another vehicle.

## Named Driver No Claim Discount

Named drivers on Hedgehog policies can earn their own Named Driver No Claim Discount (NDNCD) whilst they remain claim free on **your policy**. They can transfer their NDNCD when they take out a Hedgehog policy of their own. Other insurers may not recognise this No Claim Discount.

The NDNCD may be lower than the No Claim Discount available to **you** as the policyholder. Once applied to a policy the NDNCD works in the same way as No Claim Discount in that if a claim is made the NDNCD will be reduced.

To take advantage of the NDNCD, when the named driver takes out a policy with Hedgehog in their own name, they will need to identify the policy on which they have earned this NDNCD. They will need to supply **us** with **your** name, date of birth, postcode and either **your policy** number or vehicle registration.

## Section 11 No Claim Discount Protection

**You** will not lose any of **your** No Claim Discount as long as:

- **You** make no more than two claims in any three year period; and
- **You** have paid any additional premiums **we** have previously asked for.

After two claims have been made in the three year period, cover under this section will no longer apply.

**Your** No Claim Discount Protection does not protect **your** premium from increasing when **you** renew **your policy**. However, the **insurer's** calculation of **your** premium will include the No Claim Discount **you** are entitled to.

If **you** make a claim during any one year **Period of Insurance**, **you** will not earn any No Claim Discount entitlement for that insurance period.

If **you** make a claim and **we** have already worked out **your** renewal premium, **we** can change or remove **your** No Claim Discount entitlement and change **your** renewal premium.

## Section 12 General conditions

These **policy** conditions apply to all sections of the **policy**.

### 12.1 Your Duty

The **insurer** will only provide cover under this **policy** if:

- **you**, or anyone else claiming under this **policy**, has kept to all the terms and conditions of the **policy**; and
- the information **you** gave to **us** when applying for, or renewing, this **policy**, when making any changes to this **policy**, or in the course of making a claim, is complete and correct as far as **you** know or could be expected to know.

**You** must co-operate with **your insurer**, respond to reasonable requests for information or documents, and where necessary be available to speak to **your insurer**, or an agent acting on behalf of the **insurer**. This includes if **you** are using someone else to represent **your** interests, whether or not a claim has been made on the **policy**.

If **you** do not keep to reasonable requests for information, the **insurer** will cancel **your policy** and **your** claim will not be paid.

## 12.2 Fraud

**We** may make **your policy** void if **you** or anyone acting for **you** deliberately or recklessly misrepresents, or fails to reveal, facts asked on behalf of the **insurer** at the start of the insurance, at the time of any amendment, or when **you** renew the **policy** that would affect either the terms and conditions or the decision to allow **you** to take out or renew the **policy**. **We** may also make any other policies **you** have with **us** void. **We** will aim to recover any costs **we** or the **insurer** have paid, including claims costs, and will not return any premium **you** have already paid.

If **you** or anyone acting for **you** carelessly misrepresents or carelessly fails to reveal facts asked on behalf of the **insurer** at the start of the insurance, at the time of any amendment, or when **you** renew the **policy** that would affect either the terms and conditions or the decision to allow **you** to take out or renew the **policy**, this may result in an extra premium being charged or **your policy** cancelled.

The **insurer** will not pay **your** claim and cover will cease if **you** or anyone acting for **you**, or anyone insured by this **policy** make a claim which is in any way fraudulent, false or exaggerated, or supported by any false or fraudulent statement or document. In these cases **we** may cancel **your policy** and declare it void and any other policies that **you** may have with **us**. **We** will aim to recover any costs **we** or the **insurer** have paid, including claims costs, and will not return any premium **you** have already paid.

**We** and the **insurer** check and share details with fraud prevention agencies and databases. If **you** fraudulently provide **us** with false information or documents, **we** will record this on anti-fraud databases and may also notify other organisations such as law enforcement agencies.

### 12.3 Deliberate loss, damage or injury

The **insurer** will not pay **your** claim and cover will cease if **you** or anyone acting for **you**, or anyone insured by this **policy** deliberately cause loss, damage or injury. In these cases **we** may cancel **your policy** and declare it void and any other policies that **you** may have with **us**. **We** will aim to recover any costs **we or the insurer** have paid, including claims costs and will not return any premium **you** have already paid.

### 12.4 Accident and claims procedure

If **you** or **your car** is involved in any type of accident or loss, **you** must tell **us** within 24 hours or as soon as practically possible afterwards by phoning the 24-hour Claim Helpline on 0330 058 7330. **You** must do this whether or not **you** are at fault and even if **you** do not plan to claim.

**You** must also:

- immediately report to the police any claim involving **malicious damage**, theft or deliberate fire or when **your car** is taken without **your** consent and obtain a crime reference number which relates directly to the incident **you** are reporting to **us** within 24 hours of receiving it.

**You** and any driver named on the **Certificate of Motor Insurance** must:

- give **us** all the information about the claims that the **insurer** needs;
- tell **us** within 48 hours of being made aware of a notice of prosecution, inquest or fatal accident inquiry being received; and
- send **us** any court documentation received in connection with any claim, accident or loss within 48 hours of receiving them, including any writ, summons or bill.

Failure to comply with the above could result in the claim being refused and/or **your policy** being cancelled.

Please forward any images / photographs that **you** may have of the damaged vehicles, the drivers involved & the accident scene as these may assist **us** in investigating the question of blame & defending **your** position should the question of fault be contested. Furthermore, it will assist **us** in identifying possible fraudulent activities against **you**.

The images should be sent to [claims@hedgehoginsurance.com](mailto:claims@hedgehoginsurance.com)

If **you** want to make a claim only for glass damage to **your car**, **you** must call the 24-hour Glass Helpline on 0344 248 2164 within 24 hours of discovering the damage.

Alternatively, for direct on-line bookings please go to <https://www.autoglass.co.uk>

**You** or anyone else covered by this **policy** should not admit the accident was **their** fault and attempt to settle the claim unless the **insurer** has given **you** permission in writing.

**Your insurer** is entitled to:

- admit negligence for any accident or claim on **your** behalf;
- defend or settle any claim on **your** behalf;
- take legal action over any claim in **your** name or in the name of any other person covered by this **policy** for their own benefit;
- share information with others involved with the accident or claim; and
- take from the claim settlement amount any amount **you** owe under a credit agreement **you** purchased when taking out or renewing **your policy**.

At all times anyone who makes a claim or is involved in an incident under this **policy** must provide **us** with full co-operation and information as requested, failing which the **insurer** may decide to decline indemnity under this **policy** and **you** may be liable for any claims made.

## 12.5 Other Insurances and Contracts

If any loss, damage or liability covered by this **policy** is also covered by any other insurance, the **insurer** will not pay for any part of the claim.

## 12.6 Taking care of your car

**You** or any person in charge of **your car** must take reasonable precautions to:

- maintain **your car** in an efficient and roadworthy condition and ensure it is safe to drive; and
- protect **your car** and its contents from damage or loss.

If **your car** is damaged by something covered under this **policy** **you** must do whatever is necessary to protect **your car** and its accessories from further loss or damage.

**You** must have a valid:

- Department of Transport Test Certificate (MOT) for **your car** if one is needed by law; and
- car tax unless **your car** has been declared off the road in accordance with the statutory notice (SORN).

## 12.7 Car Sharing

**Your policy** covers **you** for carrying passengers for social or similar purposes as part of a car-sharing arrangement in return for payment, as long as:

- **your car** is not made or adapted to carry more than eight passengers, (including the driver);
- **you** are not carrying the passengers as customers of a passenger-carrying business; or
- **you** are not making a profit from carrying the passengers.

## 12.8 Tax, Vehicle Registration and Your Duty of Disclosure

**Your car** must be taxed and registered in the United Kingdom with the DVLA or DVLNI.

**You** must, when requested by **us**, provide **us** with a copy of **your** MOT Certificate, V5 or V5C and copies of the driving licences of all drivers named on the **Certificate of Motor Insurance**.

## 12.9 Compulsory insurance laws

If **we** need to pay a claim under the law of any country in which this **policy** operates (including settling a claim on a reasonable basis if **we** believe **we** will have a legal responsibility for it), which **we** would not otherwise be legally responsible to pay had the law not existed, **we** can recover those payments (including the legal costs of reasonably defending the claim) from **you**. This will apply if **you** or any other insured person or any person using the vehicle with **your** permission:

- caused the loss directly or indirectly; or
- caused, or allowed, the vehicle to be driven by an uninsured driver; or
- through an act or failure to act, caused this insurance to be invalid.

## 12.10 Cancellation

### 12.10a Cancellation by us

**We** have the right to cancel **your policy** by sending **you** seven days notice in advance of the cancellation date to **your** last known email or postal address. **We** will return the premium for the part of the **policy** that **you** have not yet used, provided **you** have not made a claim during the **Period of Insurance** or an incident has occurred which may result in a claim.

An administration charge, as shown in **our** Terms and Conditions, will be applied if **your policy** is cancelled as a result of **you** failing to supply **us** with documentation or information **we** have requested.

If **we** have cancelled **your policy** due to **you** not paying an instalment and **you** have made a claim, or one has been made against **you** during the current **Period of Insurance**, then the balance of the year's premium shall become payable.

**We** may cancel **your policy** where there are grounds to do so, valid reasons may include but are not limited to:

- failure to meet the terms and conditions of this **policy**;
- where **we** have been unable to collect **your** premium;
- changes to **your policy** details or circumstances that **we** do not cover under **our policy**;
- failure to provide information or documentation or **you** fail to do so in a way that materially affects **our** ability to process a claim, or the **insurers** ability to defend their interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- failure to co-operate with **us**, where required to do so within the terms of this **policy**;
- where **your car** is being driven or used other than in accordance with **your Certificate of Motor Insurance**;
- following a fraud or deliberate or reckless misrepresentation or if **you** have withheld information; or
- use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff and/or suppliers. This also includes acts that **we** consider inappropriate in connection with race, religion or gender.

#### 12.10b Cancellation by You:

**You** can cancel this **policy** which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. If **you** have not made a claim, or no claim has been made against **you** during the **Period of Insurance** and provided an incident has **not** occurred which may result in a claim, **you** will be entitled to receive a refund of **premium**, less:

- a charge on a proportionate basis for the **period of insurance** that **you** have already received; and
- **our** cancellation charge as shown in **our** Terms and Conditions.

If **you** have made a claim, or one has been made against **you** or an incident has occurred which may result in a claim, during the current **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If the amount **you** owe upon cancellation exceeds the amount of any refund calculated on cancellation, **we** will be entitled to charge **you** for that amount.

If the **premium** received by the date of cancellation does not cover the charges described above, **we** reserve the right to recover any outstanding amount owed to **us** using the debit or credit card details used to pay for the **policy**. Where **we** are unable to recover all money owed to **us**, **we** reserve the right to use third party debt collection agencies to progress the recovery, including any administration charges **we** incur from this process.

### 12.11 Premium payment by instalments and your credit agreement

If **you** choose to pay **your premium** by monthly Direct Debit instalments under a credit agreement, **you** must pay any deposit **we** ask **you** to pay and make sure **your** instalment payments are kept up to date. The Direct Debit facility and the credit agreement are provided by **our** third party finance provider, Premium Credit Limited. They will send **you** a welcome pack detailing their full terms and conditions and begin collecting **your** instalments. A credit agreement will be included for **you** to sign and return. If **you** electronically signed **your** credit agreement online when **you** purchased **your policy**, **you** do not need to sign and return this additional paper copy.

If **you** miss a payment, **we** may cancel **your policy**. If **you** have not paid **your** premium **we** may refuse **your** claim. **We** may take any unpaid premiums from any claim payment **we** make to **you**.

### 12.12 Proof of No Claim Discount (NCD)

When requested, **you** must provide **us** with proof of NCD. **Your** NCD must have been earned within the United Kingdom in the last two years, and have been earned on a private car.

**You** must provide **your** proof of NCD, when requested, to **us** within 14 days of the inception date of the **policy**. If **you** fail to do this **we** may reduce the NCD to zero and recalculate **your** premium on this basis from the inception date of **your policy**. **We** may also cancel **your policy**. If **we** cancel **your policy**, **we** will not provide NCD proof relating to the time **you** were on cover with **us**.

If the proof of NCD **you** provide differs from the NCD declared at the inception of **your policy**, **we** will amend the NCD to reflect the NCD proven, from the inception date of **your policy** and recalculate **your** premium. **We** may also cancel **your policy**.

### 12.13 Total Loss

If **your car** is considered a total loss, it will become the **insurer's** property. The **insurer** may allow **you**, following a total loss claim, up to 28 days or until the renewal date of the **policy**, whichever is sooner, to replace **your car** on the existing **policy**. If **we** cannot agree with **you** terms for another car, or **you** do not want to insure another car, all cover under the **policy** will end as soon as **your car** is declared a total loss. **We** will take any unpaid premium owing to the **insurer** from the settlement amount paid to **you**.

If **your car** is under a hire-purchase or leasing agreement, the **insurer** will pay the agreed settlement sum direct to the hire-purchase or leasing company to clear all or part of the amount owing. The balance, if any, will be paid to **you**.



### 12.14 Medical Conditions

The law requires **you** to tell the Driving and Vehicle Licensing Agency (DVLA) or Northern Ireland's Driver & Vehicle Agency (DVA) about any condition that may affect **your** ability to drive safely. If a Doctor asks **you** to stop driving immediately please follow this advice and contact the DVLA or DVA for further guidance. This also applies to any driver that is named on **your Certificate of Motor Insurance**.

### 12.15 Contracts (Rights of Third Parties)

Nothing in this contract will create any rights to anyone else under the Contracts (Rights of Third Parties) Act 1999, except for those rights they have under road traffic legislation in any country where this insurance applies.

## Section 13 General exceptions

These general exceptions apply to all sections of the **policy**.

### 13.1 Use of the Vehicle

The **insurer** will not cover any injury, loss or damage caused while **your car** is:

- being driven or used by anyone who is not shown on **your Certificate of Motor Insurance** as entitled to drive;
- being driven or used for a purpose not allowed by the **Certificate of Motor Insurance**;
- being driven by a person who does not hold a valid driving licence or is not driving in line with the conditions of the licence;
- Being driven by anyone named in the **Certificate of Motor Insurance**, including **you**, who is convicted of driving while under the influence of alcohol or drugs as a result of the accident being claimed for;
- Towing a caravan, trailer or broken-down vehicle for payment; or
- Being used to deliver any goods, including takeaways, fast food, catalogues and groceries in association with the driver's employment.

However, loss of or damage to **your car** is covered while **your car** is with a member of the motor trade for maintenance or repair, if being parked by an employee of a hotel, restaurant or car-parking service, subject to no other insurance being in place.

### 13.2 Contracts

The **insurer** will not pay for any claim resulting from an agreement or contract unless the claim would have been covered if the agreement or contract did not exist.

### 13.3 Events

The **insurer** will not cover any loss, damage or legal liability caused directly or indirectly by:

- Radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or equipment or any part of it;
- Ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel;
- War, riot, revolution or any similar event, terrorism (as defined in the Terrorism Act 2000), or confiscation or public-authority action;
- Pressure waves caused by aircraft or other flying objects;
- Earthquake or the results of earthquake; or
- Pollution or contamination which is caused by a sudden, identifiable, unexpected and accidental incident which was not deliberate and happened at a specific time and place during the **period of insurance**.

However, the **insurer** will provide the cover if it has to under the road traffic legislation.

### 13.4 Airfields

The **insurer** will not pay any claim for any damage or liability caused while **your car** is parked or is being driven in an area of an airport, airfield, aerodrome or military base used for moving, parking, taking off or landing aircraft, to which the public does not have free access for vehicles.

### 13.5 Seized Vehicles

The **insurer** will not cover use to secure the release of a motor car other than **your car**, which has been seized by or on behalf of any government of public authority.

The **insurer** will not cover any loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**.

### 13.6 Track days and off-road events

The **insurer** will not cover any liability, injury, loss or damage arising out of **your car** being used on a motor racing track, airfield, Nurbürgring Nordschleife or any other off-road area or for racing, pace-making, rallying, track days, trials or speed tests.

### 13.7 Drink and Drugs

If, following an accident, **you** or any driver named in the **Certificate of Motor Insurance** is convicted of driving while under the influence of alcohol or drugs, or has a blood or urine alcohol content over the legal limit, or refuses to supply a breath, blood or urine sample

when asked to do so, the **insurer** will pay no more than they have to under the road traffic legislation and can then make **you** repay them that amount.

### 13.8 Residency

The **insurer** will not cover any loss, damage or liability if **you** do not live permanently in Great Britain or Northern Ireland.

If **you** intend to leave the country for 60 days or more, and **you** are not taking **your car**, **you** must contact **our** Customer Services Department and comply with any requirements **we** impose for **your** cover to remain effective.

### 13.9 Extra conditions – Endorsements

These will apply if they are shown on **your Schedule**.

#### Endorsement 1 – Security – Thatcham

**You** are not covered under Section 2 of this **policy** for any loss or damage caused by theft or attempted theft unless:

- **Your car** is fitted with a security device conforming to Thatcham 1 or 2 standards;
- The security device has been fitted in line with the manufacturer's instructions; and
- The security device is operational at the time of any loss or damage to **your car**.

**We** will require proof that the security device is fitted to **your car** before the **insurer** considers any theft claim under Section 2.

#### Endorsement 2 – Security – Tracking System

**You** are not covered under Section 2 of this **policy** for any loss or damage caused by theft or attempted theft unless:

- **Your car** is fitted with a vehicle-tracking system approved by **us** and the system was turned on and working properly at the time of the theft or attempted theft;
- **You** have paid all **your** subscriptions for the tracking system; and
- **You** tell the vehicle-tracking system company about the theft within 4 hours of **you** (or anyone else in charge of **your car**) being told **your car** has been stolen.

**We** will require proof that the tracking system is fitted to **your car** before the **insurer** considers any theft claim under Section 2.

#### Endorsement 3 – Personal Accident and Medical Expenses

Sections 5 and 6 do not apply to **your policy**.

## Customer Satisfaction

**We** aim to provide **you** with the best possible service. However, **we** accept that occasionally things go wrong. If **you** are unhappy with the service **you** have received, please contact **us**, and **we** will do **our** best to resolve **your** complaint fairly and as quickly as possible.

### If We Do Not Provide the Expected Service

If **you** have a complaint, please email **us** at [complaint@hedgehoginsurance.com](mailto:complaint@hedgehoginsurance.com) or go to [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com) where **you** can complete a complaints form.

### What to do if you are still not satisfied

If **we** have given **you** a final response and **you** are still unhappy, or more than eight weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** must contact the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action. However, the Financial Ombudsman Service will not decide on any cases where legal action has already begun.

## IMPORTANT INFORMATION – DATA PROTECTION NOTICE

Please take time to read **our** Privacy Notice at [www.hedgehog.com/your-privacy-and-security/](http://www.hedgehog.com/your-privacy-and-security/) which will help **you** understand how **we** collect, use and protect **your** personal data.

‘Personal information’ means any information given to **us** about **you** or anyone connected to the **policy**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**. By taking out this insurance **policy**, **you** confirm that **we** may use personal information in the ways outlined in the statement. **You** should show the statement to anyone else whose personal information **you** give to **us** and ensure that **you** have their consent to provide their personal data, including sensitive personal data, where necessary, in connection with **your** insurance **policy**.

**Your** privacy and that of anyone connected to this **policy** is very important to **us**. **We** promise to respect and protect personal information and try to make sure that details are accurate and kept up to date. **You** should let **us** know whenever **your** personal details or that of any driver named in the **Certificate of Motor Insurance** change.

### Dealing with others on your behalf

To help **you** to manage **your policy**, **we** will deal with **you** and/or any other person whom **you** have nominated, and **we** have accepted to be acting for **you**, if they contact **us** on **your** behalf in connection with **your policy** and answer **our** security questions. If at any time **you** would prefer **us** to deal only with **you**, please let **us** know.

### Claims

To ensure an efficient and speedy claim process **we** will take instruction from **you** or any other person provided they are named as drivers on **your policy**. If **you** would like someone else to deal with **your** claim on **your** behalf please let **us** know.

If **you** give **us** data about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** to be able to process their personal data (including any sensitive personal data) and also that **you** have told them who **we** are and what **we** will use their data for, as set out in this policy.

## Requesting Your Data

**You** are entitled to receive a copy of the information **we** hold about **you**. If **you** would like a copy of **your** information held by **us** or if **you** would like to receive further details of the fraud prevention and other databases **we** access or contribute to please write to:

Data Protection Officer  
Rostella Limited  
3<sup>rd</sup> Floor, Capital Tower  
Greyfriars Road  
Cardiff  
CF10 3AG

In all cases please give your name, address and (if you have one) **your** policy number. Details will be provided at the date of request.

Rostella Limited is a data controller.

## Regulatory Information

Hedgehog is a trading name of Rostella Limited. This insurance is provided by Rostella Limited and underwritten by Berkshire Hathaway International Insurance Limited. Rostella Limited is registered in England and Wales (Company Number: 10651198). Rostella Limited is authorised and regulated by the Financial Conduct Authority under firm reference 820267.

## Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** cannot meet its liabilities **you** may be entitled to compensation under this scheme. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).