



hedgehog

Premier
policy wording

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Private car policy summary

Hedgehog car insurance policy

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 11th March 2021 onwards.

The policy is provided by Hedgehog 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
Section 1 – Accidental damage ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> Replacement or repair if your car, spare parts or accessories are accidentally or maliciously damaged. 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. Cover includes draining and flushing the fuel tank, and any damage to your car's engine from accidental misfuelling. 	<ul style="list-style-type: none"> The excess shown on your schedule. 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. Loss or damage caused by a member of your family or household taking the car without your permission. Loss of value after repair. Loss as a result of deception or fraud. 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. Courtesy car – this is not guaranteed to be the same size or model as your own car and depends on what is available.
Section 2 – Fire and theft ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> Replacement or repair if your car, spare parts or accessories are lost or damaged by fire, lightning, explosion, theft or attempted theft. 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. 	<ul style="list-style-type: none"> The excess shown on your schedule. Any claim which involves more than the breaking of glass and scratching of paintwork caused by broken glass. Windscreens or windows not made of glass. Any glass that is part of a removable or folding convertible roof. Any amount over £200 for replacement or £50 for repair unless the insurers' approved glass supplier is used. Claims for damage to sunroofs, fixed or moveable roof panels or panoramic roofs even if they are made of glass. We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).
Section 3 – Glass in windscreens or windows ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> Replacement or repair of windscreen or windows (including scratching of paintwork caused by broken glass). No effect on your no claim discount. When required, we will also cover the costs to recalibrate your car's ADAS (Advanced Driver Assistance System) after the replacement of your windscreen. 	<ul style="list-style-type: none"> The excess shown on your schedule. Any claim which involves more than the breaking of glass and scratching of paintwork caused by broken glass. Windscreens or windows not made of glass. Any glass that is part of a removable or folding convertible roof. Any amount over £200 for replacement or £50 for repair unless the insurers' approved glass supplier is used. Claims for damage to sunroofs, fixed or moveable roof panels or panoramic roofs even if they are made of glass. We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

Section 4 – Liability to other people ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> • Death of or injury to other people, unlimited. • Third party property damage, up to £20m and £5m for costs and expenses. • Driving other cars (DOC) third party only cover for the policyholder (comprehensive policies only). 	<ul style="list-style-type: none"> • 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. • 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.
Section 5 – Personal accident ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • This cover is not available if the car is a convertible. • 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.
Section 6 – Medical expenses ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> • Up to £100 for each person injured in your car if it is involved in an accident. 	<ul style="list-style-type: none"> • This cover is not available if the car is a convertible.
Section 7 – Personal belongings ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> • Up to £250 cover for loss or damage caused by accident, fire or theft. 	<ul style="list-style-type: none"> • Excludes any loss or damage when no-one is in the car unless all its doors and, windows and sunroof are closed and locked. • No cover if the property is in a convertible car, unless it is stored in locked luggage or locked glove compartment.
Section 8 – Key and replacement locks ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> • Up to £500 to replace keys and locks if you lose your keys or they are stolen. 	<ul style="list-style-type: none"> • Excludes any loss where the keys are either left in or on your car at the time of the loss. • Excludes any loss where they are taken without your consent by a member of your immediate family or a person living in your home.
Section 9 – Using your car abroad ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> • Use of your car in the EU countries is included up to 90 days per year. 	
Section 10 – No claim discount ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> • No loss of no claim discount if hit by uninsured driver. 	<ul style="list-style-type: none"> • No claim discount will be reduced if the insurer cannot recover outlay in full.
Section 11 – No claim discount protection ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> • No claim discount protection is available. This will keep your no claim discount provided you have no more than two claims in three years. 	<ul style="list-style-type: none"> • The no claim discount protection will not prevent your premium from increasing at renewal.

Complaints

If you want to make a complaint, please email us at complaint@hedgehoginsurance.com or go to 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

Welcome to Hedgehog

Thank you for choosing Hedgehog for your car insurance.

This is your Premier 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>

You enter into a contract with us when you agree to take out the policy on the terms and conditions offered and pay the premium or deposit premium.

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 12) as well as how to tell us about any claims (page 8).

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.

Pete Storey

Pete Storey

CEO – Hedgehog Limited

For and on behalf of Berkshire Hathaway International Insurance Limited, DAS Legal Expenses Insurance Limited and Allianz Legal Protection.

Making a claim

24-hour claims helpline - 0330 058 7330

Car insurance policy

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**.

Hedgehog Breakdown policy

To register a claim or incident with us, please telephone our dedicated team at any time night or day on **0333 016 4150**.

Hedgehog Legal care policy

To register a claim or incident with us, please telephone our dedicated team at any time night or day on **0333 344 2564**.

Windscreen claims

If **your policy** includes windscreen cover, please book online via **our** website to arrange repair or replacement of **your** windscreen - <https://www.hedgehoginsurance.com/claims>



hedgehog

Private car

Definitions

Wherever the following words and phrases appear in bold within the car insurance section of this policy wording they will have the meaning given below, except where indicated under the Data Protection Notice (Page 37). They do not apply to the Hedgehog Breakdown policy and Hedgehog Legal care policy sections contained within this booklet.

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 value is based on research from specialist motor trade guides including: Glass's, Parkers and CAP. 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.

Multi-vehicle policy: A group of 2 or more Hedgehog motor insurance policies, where the policyholders share the same address, and where a discount has been given for insuring the policies together.

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**.

Policy administrator: A person nominated to act on **your** behalf by **you** and by other policyholders in respect of a Hedgehog **multi-vehicle policy**.

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: Hedgehog 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 claim 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.

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 or only pay part of **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 or delivery purposes even if **you** have arranged separate insurance for this);
- 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 or only pay part of **your** 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

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 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**, or
 - if **your car** is stolen but not recovered.

Sections 1 and 2 – What is not covered

- 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. If **you** choose not to use the **insurer's** approved repairer network, an additional excess will apply.

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 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 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.

If **you** need to make a claim, please book online via **our** website - <https://www.hedgehoginsurance.com/claims>

When required, the **insurer** will also cover the costs to recalibrate **your car's** ADAS (Advanced Driver Assistance System) after the replacement of **your** windscreen.

What is not covered under this section

- Replacement - **you** will have to pay the glass replacement **excess** and if required an additional ADAS recalibration 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.
- Claims for damage to sunroofs, fixed or moveable roof panels or panoramic roofs even if they are made of glass.
- **We** will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).
- **Malicious Damage** is not covered under this section.

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, common-law partner 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 or 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. Prior to traveling **you** will need to request a Green Card from **us**.

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 listed below, then you must obtain separate cover before you enter that country as cover under this policy will not apply:

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

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
0 years	0 years	0 years	0 years
1 year	0 years	0 years	0 years
2 years	0 years	0 years	0 years
3 years	1 years	0 years	0 years
4 years	2 years	0 years	0 years
5 to 8 years	3 years	1 years	0 years
9 years or more	4 years	2 years	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 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 claim 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**.

If **you** do not comply with the General conditions, **we** may:

1. Cancel **your policy**
2. Refuse to deal with **your** claim
3. Reduce the amount of any settlement under the **policy**
4. Void **your policy**
5. Charge **you** an additional premium, or deduct any additional premium due from any settlement under 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

You must always answer **our** questions honestly and provide true and accurate information. If **you**, anyone insured by this **policy** or anyone acting on **your** behalf:

- Provides **us** with false, exaggerated or misrepresented information.
- Submits false, altered, forged, forged or stolen documents.

We will take one or more of the following actions:

- Amend **your policy** to show the correct information and apply any changes in premium
- Cancel **your policy**, under certain circumstances this may be with immediate effect;
- Declare **your policy** void;
- Refuse to pay **your** claim or only pay part of **your** claim;
- Only pay a proportion of **your** claim;
- Keep the premium **you** have paid; and
- Recover any costs incurred from **you** or any other insured person.

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
- Do not respond to any court documentation received in connection with any claim, accident or loss other than within 48 hours of receiving such documentation, including any writ, summons or bill sending it to **us**.

Failure to comply with the above could result in the claim being refused or only part of **your** claim being paid 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

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 reject the claim or only provide partial payment. **You** may be liable for any claims rejected.

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**. **You** must also, when requested by **us**, provide **us** with documents that prove the identity of all drivers named on the **certificate of motor insurance**, **we** may also ask for proof of where **you** and they reside.

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 or that of **your policy administrator**.

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, or if **we** discover that the information that **you** gave **us** when **you** took out a **policy** was inaccurate or incomplete.

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 or the nominated **policy administrator** 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;
- Any new business or renewal fee shown in **our** terms and conditions; and
- **Our** cancellation charge as shown in **our** terms and conditions.

If **you** cancel this **policy** before cover is due to start, **we** will return any premium **you** have paid in full less **our** cancellation charge and less any new business or renewal fee paid 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 requested. The Direct Debit facility and the credit agreement are provided by Premium Credit Limited.

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 purchase 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, is disqualified from driving 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;
- Being used for a purpose that involves criminal activity (other than minor motoring offences); 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, Nürburgring 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 or drugs 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 or go to 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 0234 567** from a landline
or **0300 1239 123** from a mobile.
Email: complaint.info@financial-ombudsman.org.uk
Website: 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.hedgehoginsurance.com/privacy 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
Hedgehog Limited
2nd Floor
Nicholson House
Nicholson Walk
Maidenhead
SL6 1LD

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.

Hedgehog Limited is a data controller.

Regulatory information

This insurance is provided by Hedgehog Limited and underwritten by Berkshire Hathaway International Insurance Limited. Hedgehog Limited is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under registration number 845706. Hedgehog Limited is incorporated in Gibraltar (Company Number: 115412), registered office: 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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.

Please check **your policy schedule** to ensure **you** have the level of cover **you** need and read the following to help **you** use the service.



hedgehog

Breakdown

Breakdown cover

What to do if you breakdown

If **your vehicle** breaks down please call **our** 24 hour control centre on: **0333 016 4150**

Calls to 03 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers "free minutes" packages. If **you** are unable to make a connection, please contact **us** on **01206 812760**.

Please have the following information ready to provide to **our rescue co-ordinator**:

- **Your** return telephone number;
- **Your** policy number and **vehicle** registration;
- The precise location of **your vehicle** (or as accurate as **you**; are able in the circumstances).

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to **07537 404890**.

Once **we** have taken **your** details and made all the arrangements **we** will contact **you** to advise which **recovery operator** will be attending and how long they are expected to take. When possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**. **You** will need to be with **your vehicle** when the **recovery operator** arrives.

If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our rescue co-ordinator** who will arrange a call on approach so **you** have sufficient time to return to the **vehicle**.

It is **your** responsibility to guard **your** safety and abide by the rules of the highway code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the emergency services of **our** telephone number, they will then contact **us** to arrange assistance.

If the police or highways agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

Your cover

As shown in **your policy schedule**.

Please read the following benefits of cover in accordance with the level of cover **you** have purchased which is detailed on **your policy schedule**.

Roadside assistance and recovery

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside, **we** will assist in the following way:

Either:

- Arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the **home** address, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

Any recovery of **your vehicle** and the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Assistance at home

We will arrange and pay for a **recovery operator** to attend a **breakdown** at or within a one-mile radius/straight line of **your home address** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside, or at **your home address**, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Any recovery of **your vehicle** and the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue coordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Alternative travel UK*

We will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

Emergency overnight accommodation UK*

We will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst **your vehicle** is being repaired. The maximum Emergency overnight accommodation payment per incident is £500.00.

Emergency overnight accommodation and Alternative travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location;
- The **vehicle** cannot be repaired the same working day;
- The **breakdown** did not occur within 20 miles of **your home address**;
- **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what is the most cost effective option for **us**.

*These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

Caravans and trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle**, **We** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Driver illness/injury

If **you** are unable to continue **your** journey within the **territorial limits (UK)** due to illness or injury (a medical certificate will be required) during the **period of insurance**, provided none of **your passengers** are able to drive, **we** will provide an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)** in accordance with the level of cover **you** have purchased.

Message service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

General notes

Uninsured service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of vehicle

Our policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately and can be changed at www.hedgehoginsurance.com.

Call recording

To help **Us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

Governing law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

Assistance at home is calculated using a straight line from the **home address** to the location of the **breakdown**. All other measurements are calculated using driving distances.

Garage repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

Multiple vehicle policies

Multiple **vehicle** policies must be registered to one address within the **territorial limits (UK)**.

Signing documentation

You may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full.

Emergency repairs

Any emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

Definitions

Where the following words appear in bold they have these special meanings.

Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, **accident** or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

Callout

The deployment of a **recovery operator** to **your vehicle**.

Home address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

Market value

The cost of replacing **your vehicle** with one of a similar make, model, age, mileage and condition based on market prices at the time of the **breakdown**, excluding the value of a cherished plate. This may not be the same price **you** originally paid for **your vehicle** or the value **you** declared to Hedgehog.

Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

Period of insurance

The duration of this policy as indicated on **your policy schedule** for a period not exceeding twelve months.

Recovery operators

The independent technician **we** appoint to attend the **breakdown**.

Rescue co-ordinator

The telephone operator employed by **us**.

Specialist equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

Us, We, Our

Call Assist Limited.

Vehicle

The **vehicle(s)** specified on **your policy schedule** as being eligible for this cover.

You, Your

The policyholder or any person driving the **vehicle** with your permission.

Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following:

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
b) **Breakdowns** or **accidents** to the caravan or trailer itself.
2. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
3. **Breakdowns** caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
4. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
5. **Specialist equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
6. **Breakdowns** caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.

7. Any subsequent **callouts** for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
8. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If **vehicle** and passenger recovery is required **we** will only recover to one address in respect of any one **breakdown**.
9. Any **vehicle** which is not listed on **your policy schedule** as being eligible for breakdown cover with **us**.
10. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
11. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
12. The cost of any parts, components or materials used to repair the **vehicle**.
13. Repair and labour costs other than an hour's roadside labour at the scene.
14. The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
15. The cost of draining or removing contaminated fuel.
16. The cost of storage charges.
17. Any claim within 24 hours of the time the policy is purchased (when purchased at the same time as the Hedgehog private car policy). If purchased after the Hedgehog private car policy, any claim within the first 48 hours is not covered.
18. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
19. More than six **callouts** per insured **vehicle** in any one **period of insurance**. Should **you** change **your vehicle** midterm, the number of **callouts** provided to the previous **vehicle(s)** will be carried forward.
20. Claims totalling more than £15,000 in any one **period of insurance**.
21. Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
22. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
23. Any charges where **you** or the emergency services arrange assistance or repairs by other means unless **we** have agreed to reimburse **you**.
24. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
25. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of part VI of the Road Traffic Act 1988.
26. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
27. Any cost that would have been incurred if no claim had arisen.
28. Any false or fraudulent claims.

29. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
30. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
31. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
32. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.
33. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
35. Fines and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that **you** may have.
37. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
38. Any cover which is not specifically detailed within this policy.

General conditions

Applying to all sections

1. **We** will provide cover if:
 - a) **You** have met all the terms and conditions within this insurance.
 - b) The information provided to **us**, as far as **you** are aware, is correct.
2. The details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you**, however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured costs.
3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.

6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our** rescue co-ordinators or the **recovery operator**.
7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
8. **Vehicle(s)** must be located within the **territorial limits (UK)** when cover is purchased and commences.
9. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the **market value** of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the **market value** of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the **market value** of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**.
10. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
11. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
12. **We** may decline service if **you** have an outstanding debt with **us**.
13. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
14. **Recovery Operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
15. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
16. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided. If **you** are unable to make a connection on any of the numbers provided, please call **01603 327180**.
17. The policy is not transferable.

Should **you** wish to contact **us**, **we** can be contacted by:

Mail: Customer Services
c/o Call Assist Limited
Axis Court, North Station Road
Colchester
CO1 1UX

Email: enquiries@call-assist.co.uk

Facsimile: 01206 364268

Cancellation rights

If **we** have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between **us** and **you**, **we** may cancel the policy by sending 7 days notice to **your home address**. In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.

This policy has a cooling off period of 14 days from the time **you** receive this information. If **you** do not wish to continue with the insurance, **we** will provide a refund of premium paid, less a pro rata deduction for the duration of cover provided, providing no claim has been made.

You may cancel **your** policy after the 14 day cooling off period but no refund of premium is available. **You** can cancel **your** policy at www.hedgehoginsurance.com.

Statement of demands and needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets **your** specific needs.

Our promise to you

We aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

Complaints procedure

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

We promise to:

- Acknowledge **your** complaint within five working days of receiving it;
- Have **your** complaint reviewed by a senior member of staff;
- Tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- Respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to **you** to let **you** know when **we** will contact **you** again.

If **you** remain dissatisfied, short of court action, **you** can ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature.

The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower, London
E14 9SR.

Or by telephoning: **0800 023 4567** (free from landlines) or **0300 123 9 123**.

email complaint: info@financial-ombudsman.org.uk.

For further information, **You** can also visit the website:

www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk.

Your personal information

We and Hedgehog act as independent data controllers.

We collect and maintain personal information in order to provide the service detailed within this policy wording.

Hedgehog collect and maintain personal information in order to administer this policy. Their privacy policy can be found at www.hedgehoginsurance.com.

This policy is underwritten by DAS Legal Expenses Insurance Limited who are part of DAS UK Holdings Limited (DAS UK Group) and who acts as independent data controller in its own right. Its purpose for collecting, using, sharing, transferring and storing **your** information differs from our purposes. For their privacy policy please follow this link <https://www.das.co.uk/legal/privacy-statement>.

Please note that all personal data that is held by the data controllers is safeguarded with appropriate levels of security and in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other applicable laws, in addition to any successor or replacement legislation relating to the processing of personal data.

Full privacy policy

The details provided here are only a summary of how **we** are processing **your** personal details. For **our** full privacy policy please follow this link www.call-assist.co.uk/privacy-policy. Enquiries in relation to data held by us should be directed to the Data Protection Officer, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

Sharing your information

We will only share **your** information in the following circumstances:

- It has been authorised by **you**;
- It is with regulatory bodies, including but not limited to the Financial Conduct Authority (“FCA”), Financial Services Authority (“FSA”), and the Financial Services Commission (“FSC”);
- It is with fraud prevention and credit reference agencies;
- It is required by law;
- It is being provided to **recovery operators** or other suppliers as required to fulfil our contractual and legal obligations in this Policy Wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision.

Additionally, these suppliers will only be able to use **your** data to provide the specific services described in this policy.

Your rights

Under the terms of data protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

- Ask for a free copy of any personal data **we** hold about **you**;
- Ask for correction of any inaccurate information held;
- Withdraw any permission **you** have previously given to us to process **your** personal data except where this is critical to us fulfilling our contractual and legal obligations;
- Complain to the Information Commissioner’s Office if **you** are not satisfied with **our** use of **your** data;
- Ask for **your** personal data to be deleted from **our** system/database. Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling **our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the data protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email DPO@call-assist.co.uk.

Collecting your information

We will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details and date of birth.

We receive **your** information from Hedgehog as part of **our** business contract with them and from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** process **your** personal data is to manage **your** policy which may include handling a claim or issuing documentation to **you**. **We** will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

Keeping your information

Your data is considered to be an important asset to us, and as such, **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- Making regular backups of files;
- Protecting file servers and workstations with virus scanning software;
- Using a system of passwords so that access to data is restricted;
- Allowing only authorised staff into certain computer areas;
- Using data encryption techniques to code data when in transit;
- Ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and storage of your information

In most circumstances, we will retain your personal data for a maximum of seven years from the end of the insurance policy, in line with legal and regulatory requirements. **Your** data may be transferred to, stored or processed outside the European Economic Area (EEA).

We will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

Service provider, insurer and policy administrator

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

The policy is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Call Assist Limited, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



hedgehog

Legal care

Legal care provides:

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes as detailed below

Helpline services

Legal helpline

You can use the helpline service to discuss any motoring legal problem occurring within the United Kingdom, and arising during the period of this policy. Simply telephone **0333 344 2564** and quote Hedgehog.

Terms of cover

This insurance is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc and arranged and administered by Carpenters Solicitors. If a claim is accepted under this insurance, **we** will appoint an **adviser**, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises.

Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than (a) **our** Standard **advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **advisers' costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

- a) The **insured event** takes place in the **period of insurance** and within the **territorial limits** and:
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

Important conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed.

The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not more than a 50% chance of success then **we** may decline or discontinue support for **your** case.

Proportional costs

An estimate of the **advisers' costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **advisers' costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. Other than in relation to Uninsured loss recovery section of cover, if the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of disclosure

a) Consumer

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

b) Non-Consumer

If this policy covers **your** business, trade or professional interests, **you** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **insurer's** decision to provide insurance to **you** on the terms agreed.

Suspension of cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **insurer** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Definitions

Where the following words appear in bold they have these special meanings.

Adviser

Our specialist panel solicitors or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

The panel solicitor under this policy will be Carpenters Solicitors, subject to a **conflict of interest** or other event which would preclude the firm from acting on **your** claim.

Advisers' costs

Reasonable legal costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you** other than in relation to the Personal injury section of cover for which adverse costs and disbursements are covered separately as set out under the definition of the **maximum amount payable**.

Conditional fee agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

Conflict of interest

There is a conflict of interest if **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data protection legislation

The relevant **data protection legislation** in force within the **territorial limits** where this cover applies at the time of the **insured event**

Disclosure breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Insured event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurer

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

Legal action

- The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident;
- The defence of criminal motoring prosecutions in relation to the **vehicle**
- The defence of civil legal cases and criminal prosecutions in relation to **vehicle** cloning.

Legal helpline

The service provided by **our** panel solicitors on **our** behalf which enables **you** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum amount payable

The maximum amount payable in respect of an **insured event** is:

For claims under the Personal injury or Uninsured loss recovery sections of cover:	<ul style="list-style-type: none"> • £600 for cases allocated to or likely to be allocated to the Small Claims Track (as defined in the Civil Procedure Rules 1998) • £100,000 for all other cases
All other sections of cover:	£100,000

Period of insurance

The period of insurance shown in the insurance schedule to which this cover attaches.

Road traffic accident

A traffic accident in the **territorial limits** involving the **vehicle** occurring during the **period of insurance** for which **you** are not at fault and for which another known insured party is at fault.

Standard advisers' costs

The level of **advisers' costs** that would normally be incurred by the **insurer** in using a nominated **adviser** of **our** choice.

Territorial limits

The United Kingdom.

Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a:

- Caravan or trailer whilst attached to the **vehicle**; or
- Courtesy car while **your vehicle** which is declared in the insurance schedule is being repaired.

We/Us/Our

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

You/Your/Yourself

The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured loss recovery and Personal injury sections of cover.

Cover

Personal injury

What is covered:

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident** whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

What is not covered:

- Claims a) Relating to an agreement **you** have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury

Uninsured loss recovery

What is covered:

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident** against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

What is not covered:

- Claims a) Relating to an agreement **you** have entered into with another person or organisation.
 b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor prosecution defence

What is covered:

Advisers' costs incurred in relation to a motoring prosecution arising from **your** use of the **vehicle** where if convicted or on guilty plea **you** face obligatory disqualification from driving (other than through a "totting-up" or accumulation of penalty points sanction) or a custodial prison sentence.

What is not covered:

- Claims a) For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **you** have been advised by a medical professional not to drive.
 b) For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
 c) For parking offences for which **you** do not get penalty points on **your** licence
 d) For motoring prosecutions where **your** motor insurers have agreed to provide **your** legal defence
 e) Speeding offences

Vehicle cloning

What is covered:

You are covered for **advisers' costs** to defend a **legal action** arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

What is not covered:

- Claims a) Where the **vehicle's** identity has been copied by somebody living with **you**
 b) Where **you** did not act to take action to prevent **yourself** from further instances of vehicle cloning following an **insured event**
 c) For any losses (other than **advisers' costs**) incurred by **you** as a result of **your vehicle's** identity being copied without **your** permission.

General exclusions

There is no cover:

- a) Where the **insured event** occurred before **you** purchased this insurance.
- b) Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- c) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior written approval.
- d) For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- e) To defend legal actions arising from anything **you** did deliberately or recklessly.
- f) For claims made by or against the **insurer, us** or the **adviser**.
- g) Where a reasonable estimate of **your advisers' costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- h) Where **your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- i) For any claim arising from racing, rallies, competitions or trials.
- j) For an application for Judicial Review.
- k) For appeals without **our** prior written consent.
- l) For any **legal action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- m) Where at the time of the **insured event you**:
 - Were disqualified from driving.
 - Did not hold a licence to drive.
 - Did not have a valid MOT certificate for the **vehicle**.
 - Did not procure valid vehicle tax.
 - Failed to comply with any laws relating to the **vehicle's** ownership or use.
- n) For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- o) For **your** solicitors own costs where **your** claim is being pursued under a **conditional fee agreement**.

General conditions

1 Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **our** position has been prejudiced. To report a claim **you** must follow the instructions under "How to make a claim" below.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which must not be unreasonably withheld, **we** may reach a settlement of the **legal action**.

- d) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our** standard **advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- e) The **adviser** must:-
- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - Keep **us** fully advised of all developments and provide such information as **we** may require.
 - Keep **us** regularly advised of **advisers' costs** incurred.
 - Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - Attempt recovery of costs from third parties.
 - Agree with **us** not to submit a bill for **advisers' costs** to the **insurer** until conclusion of the **legal action**.
- f) In the event of a dispute arising as to costs **we** may require **you** to change **adviser**.
- g) The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **adviser** and **us**.
- i) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** must be reimbursed by **you**.
- j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2 Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support.

Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgement.
- c) Being able to achieve an outcome which best serves **your** interests.

3 Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4 Disclosure breach

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or Hedgehog, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless.
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known.
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known.
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been known.

5 Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

6 Other insurances

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

7 Cancellation

You may cancel this insurance at www.hedgehoginsurance.com. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a full refund of premium provided **you** have not already made a claim against the insurance otherwise **you** will receive no refund of premium.

We may cancel the insurance by giving fourteen days' notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- a) Where **we** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers
- c) Where it is found that **you**, deliberately or recklessly, disclosed false information or failed to disclose important information

8 English law

This contract is governed by English Law unless otherwise agreed.

9 Language

The language for contractual terms and communication will be English.

10 Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone **0333 344 2564** and quote Hedgehog.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement. In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **legal helpline**.

Customer services information

Privacy and data protection notice

1. Data protection

We are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("legislation"). below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.allianzlegalprotection.co.uk/home/privacy-and-legal.html>.

2. How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of your personal data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

Customer service

We aim to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint.

Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

At this point, if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you are not happy with our final response or before we have investigated the complaint if both parties agree.

Our contact details are:

Customer Satisfaction Manager,
Allianz Legal Protection,
Allianz - ALP,
PO Box 10623,
Wigston
LE18 9HJ
Tel: **0345 0700 886**
alpcomplaints@allianz.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel **08000 234 567** from a landline
or **0300 1239 123** from a mobile.
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on **0800 678 1100** or **020 7741 4100**

Authorisation

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No. 84638), Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

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Bristol BS32 4AW

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Wigston LE18 9HJ

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