

## Hughes Insurance Office Contact Details

### Head Office

Strangford House  
Jubilee Road  
Newtownards  
Co Down  
BT23 4WN

Tel: 028 9181 7375

### Glengormley

297 Antrim Road  
Glengormley  
Newtownabbey  
Co Antrim  
BT36 7QN

Tel: 028 9182 9270

### Newry

65 Hill Street  
Newry  
Co Down  
BT34 1AF

Tel: 028 3026 7888

### Ballymena

9 Greenvale Street  
Ballymena  
Co Antrim  
BT43 6AR

Tel: 028 9182 9260

### Lisburn

36 Bachelors Walk  
Lisburn  
Co Antrim  
BT28 1XN

Tel: 028 9182 9230

### Omagh

13 Market Street  
Omagh  
Co Tyrone  
BT78 1EE

Tel: 028 8224 4499

### Ballynahinch

22 High Street  
Ballynahinch  
Co Down  
BT24 8AL

Tel: 028 9182 9280

### Londonderry

13 Shipquay Street  
Londonderry  
Co Londonderry  
BT48 6DJ

Tel: 028 9182 9250

### Portadown

17a Hanover Street  
Portadown  
Co Armagh  
BT62 3ER

Tel: 028 9182 9290

### Coleraine

3 The Diamond  
Coleraine  
Co Londonderry  
BT52 1DE

Tel: 028 7034 3777

### Magherafelt

9 Broad Street  
Magherafelt  
Co Londonderry  
BT 45 6EB

Tel: 028 9182 9240

### Belfast

Unit 12  
The Kennedy Centre  
Falls Road  
Belfast  
Co Antrim  
BT11 9AE

Tel: 028 9062 6677

[www.hughesinsurance.co.uk](http://www.hughesinsurance.co.uk)

v3 Mar 2011

If you need to notify us of an incident or make a claim, telephone our Claims Handlers, Motorists Insurance Services Ltd (MIS), on

**028 9041 0220**

[www.hughesinsurance.co.uk](http://www.hughesinsurance.co.uk)

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If you need to make a windscreen claim our preferred supplier is National Windscreens. Please call:

**0800 028 0002**

[www.hughesinsurance.co.uk](http://www.hughesinsurance.co.uk)

**national**  
windscreens

Your Private  
Car Policy

**HUGHES**  
INSURANCE



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## Claims Procedure

### The Law

You must stop if you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. You must give your name, address, car registration number and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must also give the owner's name and address.

If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate of motor insurance within five days.

### How to help us help you

Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, together with details of witnesses, and the registration numbers of any vehicles involved. By law, drivers must provide details of their insurance company and their policy numbers.

A diagram of the incident scene is often helpful. Try to do this as soon as possible after the incident – showing vehicles, road layout, other relevant features and positions of witnesses.

Never admit liability for an accident or offer to pay for any damage. Please tell us if any other person admits blame.

If you need to notify us of an incident or make a claim you should either telephone the Claims Handlers, Motorists Insurance Services Ltd (MIS), on 028 9041 0220 or write to:

Motorists Insurance Services Ltd  
Beechwood House  
37 Comber Road  
Dundonald  
Belfast  
BT16 2AA

Motorists Insurance Services Ltd (MIS) are appointed agents of Hughes Insurance.

Even if you do not plan to make a claim, please call the Claims Handlers.

HUGHES INSURANCE

## Car Crime – don't let it happen to you

### Most car crime can be prevented. Here are some simple precautions:

- glass etching is a proven deterrent against theft. Contact your local National Windscreens, Autoglass or Auto Windscreens branch for details
- never leave valuables on view in the car
- use good quality locks and security devices
- never leave your keys in the ignition, even for a moment
- remove CD players, radios and so on, if you can, including any portable satellite navigation equipment and holders
- park securely if you can. If you have a garage, use it and lock it
- do not leave your spare keys at home in any place where a burglar could easily find them, such as on a shelf or a hook. Thieves targeting cars, often break into houses just to steal the car

For more information, ask the crime prevention officer at your local police station.





## Definitions

### Accessories

Parts of your vehicle which are not directly related to how it works as a car. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to your car and have no independent power source.



Lost your keys?  
We'll help get  
things sorted.



Unlimited satnav  
or audio equipment  
cover.

### Certificate of Motor Insurance

The proof of the motor insurance you need by law. The certificate of motor insurance shows:

- which car is covered
- who is allowed to drive the car
- what the car can be used for

### Endorsement

A clause that alters the cover provided by the policy.

### Excess

The amounts shown in your schedule that you must pay when you make a claim.

### Inexperienced Driver

A driver who holds a provisional licence or who has held a full UK/EU licence for less than 12 months.

### Market Value

The cost of replacing the car with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

### Period of Insurance

The period of time covered by this policy, as shown in the schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

continued overleaf





HUGHES INSURANCE

## Definitions (cont'd)

### Schedule

The latest schedule we have issued to you. This forms part of the contract of insurance. It gives details of the period of insurance; the sections of the policy that apply; the premium you have to pay; the car which is insured and details of any excesses or endorsements.

### Statement of Fact

The form showing the information you have provided to us, including information given on your behalf and verbal information you have given prior to the commencement of the policy.

### Temporary / Loan Car

Any car that is temporarily in your possession which you have told us about and which we have agreed to cover.

### Territorial Limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, Republic of Ireland, European Union countries, Andorra, Croatia, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and the Vatican City.

### We, Our, Us

The insurer stated on your schedule.

### You, Your

The policyholder named on the schedule and certificate of motor insurance.

### Young Driver

A driver aged 17-24 years old inclusive.

### Your Car

Any motor vehicle that you have given us details of for which we have issued a certificate of motor insurance. The car's registration number will be shown on your latest certificate of motor insurance. Accessories and spare parts are included in the definition of the car when they are with the car or locked in your own garage.



HUGHES INSURANCE

## Your Car Insurance Policy

### This policy is a contract between you and us.

The policy and all communications with you will be in English.

The policy describes the insurance cover provided during the period of insurance you have paid for, or have agreed to pay for and for which we have accepted the premium.

The contract between you and us is based upon the statement of fact, policy, schedule, certificate of motor insurance and any endorsement to the policy shown. For the contract to be valid, all the information as disclosed in the statement of fact must be true and complete. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

The insurance cover applies anywhere within the territorial limits except when we state otherwise in this policy. Your car is also covered when it is being transported between countries as defined in the territorial limits.

So that you fully understand what you are covered for please read the policy, schedule, certificate of motor insurance and endorsements carefully. If you are not satisfied you should contact Hughes Insurance.

### Customers with Disabilities

This policy and other associated documentation will be made available in large print, audio and Braille. If you require any of these formats please contact us on 028 9181 7375 or write to Hughes Insurance, Strangford House, 4 Jubilee Road, Newtownards BT23 4WN.

Hughes Insurance is authorised and regulated by the Financial Services Authority under registration number 308462. You can phone the Financial Services Authority on 0845 6061234 or visit their website, which includes a list of all regulated firms, at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)





HUGHES INSURANCE

## Cancelling Your Policy

### Cooling-Off Period (your cancellation rights)

You are entitled to a period of reflection during which you may decide whether to proceed with the purchase of this insurance policy.

The period extends for 14 days from the later of:

- the date on which cover is inception or renewed; or
- the date on which you receive the full terms and conditions of your policy

To exercise this right you must send written notice and return the current certificate of motor insurance in your possession to:

Hughes Insurance  
Strangford House  
4 Jubilee Road  
Newtownards  
BT23 4WN

Tel: 02891 817375

If cover has commenced we will apply a pro-rata charge for the period you were on cover, subject to a minimum premium of £25 (plus insurance premium tax).

If cover has not yet commenced you will be entitled to a full refund of the premium paid.

If you do not exercise your right to cancel this policy within the 14 days cooling-off period, it will continue in force for the term of this policy and you will be required to pay the premium as stated.

If there has been a claim paid during the current period of insurance, or if a claim is outstanding, there will be no refund of premium.

If you choose to pay Hughes Insurance through a monthly instalment scheme and you cancel your policy following an event which may lead to a claim, you must pay the full outstanding balance.

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### Cancellation (outside the Cooling-Off Period)

You may cancel this policy at any time by sending written notice and returning the current certificate of motor insurance in your possession to:

Hughes Insurance  
Strangford House  
4 Jubilee Road  
Newtownards  
BT23 4WN

Cancellation will only be operative from the date of receipt of the certificate of motor insurance.

We may also cancel this policy by sending seven days notice by recorded delivery to you at your last known address. By law you must return your certificate of motor insurance.

We will apply a pro-rata charge for the period you were on cover subject to a minimum premium of £25 (plus insurance premium tax).

If there has been a claim paid during the current period of insurance, or if a claim is outstanding, there will be no refund of premium.

We reserve the right to cancel this policy forthwith in the event of non-payment of the premium or default by you under any monthly instalment scheme.

If you choose to pay Hughes Insurance through a monthly instalment scheme and you cancel your policy following an event which may lead to a claim, you must pay the full outstanding balance.





HUGHES INSURANCE

## Customer Care

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly.

If you have reason to complain you should contact Hughes Insurance and provide them with the details of your complaint by using any of the following methods:

- phone and ask to speak to the manager of the appropriate department or branch
- write or fax to the address shown on your welcome letter or renewal letter
- send details by email to [complaints@hughesinsurance.co.uk](mailto:complaints@hughesinsurance.co.uk)
- call in person to any of our branches

If you are still not satisfied, you may contact the Personal Lines Director at Hughes Insurance.

You can telephone **028 9181 7375**, or write to:

Personal Lines Director  
Hughes Insurance  
Strangford House  
4 Jubilee Road  
Newtownards  
BT23 4WN

If you remain unhappy with the decision you receive, you may write to the Chief Executive of the insurer named in your schedule or contact Hughes Insurance for your insurer's full details.

If you are still not happy with our final response, you may ask the Financial Ombudsman Service (FOS) to review your complaint.

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## Financial Ombudsman Service

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Phone **0845 080 1800**  
Fax **020 7964 1001**  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service (FOS) is an independent body that arbitrates on complaints about general insurance products and other financial services.

It will only consider your complaint if we have provided you with written confirmation that our internal complaint procedures have been exhausted. If, however, we have been unable to resolve your complaint within 8 weeks, the FOS will accept a direct referral.

You have six months from the date of our final decision in which to refer your complaint to the FOS. Referral to the FOS will not affect your rights to take legal action.

## Financial Services Compensation Scheme

We are members of 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 insurance you have and the circumstances of your claim.

Further information about compensation scheme arrangements is available from the FSCS by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or phoning **020 7892 7300** or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.





HUGHES INSURANCE

## Choice of Law

The law of Northern Ireland will apply to this contract unless:

- you and we agree otherwise
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) England, Scotland, Wales, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply



**Northern Ireland's  
largest independent  
insurance broker**



HUGHES INSURANCE

## Data Protection Notice

This Data Protection Notice explains how we may use your details. It tells you about the registers and databases that we and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to anyone insured to drive the car under this policy.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled, on payment of a small fee, to receive a copy of the information we hold about you.

You must tell us about any incident (such as accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the database held by those agencies when you apply for insurance or make a claim.

## Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic licensing
- Continuous Insurance enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of Government Services and/or other services aimed at reducing the level of incidents of uninsured driving.

If you are involved in a Road Traffic Accident (either in the UK, the EEA or certain other Territories), insurers and/or the MIB may search the MID to obtain relevant information which is held in the MID.

Persons (including his or her appointed representatives) pursuing a claim in respect of a Road Traffic Accident (including citizens of other countries) may also obtain relevant information which is held on MID.





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## Motor Insurance Database (cont'd)

It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

You can find out more about this by visiting [www.mib.org.uk](http://www.mib.org.uk)

You should show this notice to anyone insured to drive the car under this policy.

## Preventing and Detecting Fraud and Claims History

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud, we may at any time check your details with fraud-prevention agencies and databases including the Claims and Underwriting Exchange, the MID, the Credit Industry Fraud Avoidance System and the Motor Insurers Anti Fraud and Theft Register.

If you give us false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers. It is important that you give us accurate information. We and other organisations may also use and search these agencies and databases to do the following:

- help make decisions about credit and credit-related services for you and members of your household
- help make decisions on applications for motor, household, travel and other insurance
- help make decisions on claims for you and other drivers under this insurance
- check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity



HUGHES INSURANCE

## Cover

Your policy schedule shows the cover you have. Depending on the level of cover you have chosen, certain parts or sections of the policy booklet will not apply.

### Comprehensive

If your cover is comprehensive you have the benefit of all parts of this policy.

### Third Party Fire & Theft

If your cover is third party fire & theft you have the benefit of the following:

**PART A Section (1)** – Loss and Damage excluding Courtesy Car and Hughes Insurance Uninsured Drivers promise

**PART A Section (3)** – Audio / Telecommunication / Satellite Navigation

**PART B** – Liability to Others

**PART C** – Using Your Car Abroad

**PART F** – Car Sharing / Servicing

Our liability under PART A Sections (1) & (3) and to PART C (Using Your Car Abroad) is limited to claims arising directly from fire, lightning, explosion or by theft or by attempted theft or the taking away of your car without your consent, and to third party claims as defined in Part B.

### Third Party Only

If your cover is third party only you have the benefit of the following:

**PART B** – Liability to Others

**PART C** – Using Your Car Abroad

**PART F** – Car Sharing / Servicing

Claims under PART C (Using Your Car Abroad) are limited to third party claims as defined in PART B.





HUGHES INSURANCE

## PART A – Loss and Damage

### Section (1) – Loss of or Damage to Your Car, Accessories or Spare Parts

We will cover your car, subject to excess shown on your schedule, including accessories or spare parts whilst in your car or private garage against loss or damage caused by:

- accidental or malicious damage and vandalism
- fire, lightning and explosion
- theft or attempted theft or the taking away of your car without your consent

For a claim under this section we may either:

- pay for the damage to be repaired
- pay an amount of cash to replace the lost or damaged item
- replace the lost or damaged item

The most we will pay will be either:

- the market value of the car immediately prior to the loss, (unless you are entitled to claim for a replacement car in accordance with the terms and conditions given under "New Car Replacement" section); accessories and spare parts which are in or on your car at the time they are lost, stolen or damaged up to the value shown in the schedule
- the cost of repairing your car

We will retain, at our discretion, the right to the salvage of a car following a total loss for disposal in accordance with the Association of British Insurers (ABI) code of practice.

### Financial Interest

If we are told that the car belongs to someone else or is part of a hire purchase or leasing agreement, we will make the payment for the total loss of the car to the legal owner.

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### Vehicle Recovery

If your car cannot be driven after an incident because of loss or damage that is insured under this policy, we will pay the reasonable cost of protecting your car and taking it to the nearest competent or approved repairer. After the repair, we will pay the reasonable cost of delivering the car to your address in the UK.

### Courtesy Car (available only in UK)

If your car suffers damage and you have Comprehensive cover you will be provided with a courtesy car whilst repairs to your car are being carried out by our approved repairer, subject to availability.

### New Car Replacement

If your car is less than one year old at the time of any loss or damage and you are the first and only registered owner (not a leasing, contract-hire agreement, or other type of agreement where ownership of the car does not pass to you), we will replace it with one of the same make, model and specification if it has either been:

- stolen and not recovered within 14 days from the date of the theft
- damaged so that repairs will cost more than 50% of the manufacturer's list price (including taxes)

This is provided one is available and you and anyone else we know who has an interest in the car agree.

If a replacement car of the same make, model and specification is not available we will pay an amount in cash equivalent to the cost to us of replacing your car with a new car of the same make, model and specification had one been available.

The wording of this section may be altered by Endorsement 40. If Endorsement 40 applies to your policy it will be stated in your schedule. Please refer to page 37 of this policy booklet for the full wording.

continued overleaf





HUGHES INSURANCE

## PART A – Loss and Damage (cont'd)

### Hughes Insurance Uninsured Driver Promise

If you make a claim for an accident that is not your fault and the driver of the other vehicle is not insured, you will not lose your no claims discount or have any excess to pay.

#### Conditions

We will need:

- the make, model and registration number of the other vehicle
- the other driver's details

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due investigations are still ongoing, you may lose your no claims discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your no claims discount and refund any extra premium you have paid.

*This promise is for comprehensive policyholders only.*

### Voluntary Excess

This excess is the amount you have agreed to pay towards each incident of loss or damage to your vehicle as a result of accidental or malicious damage, or vandalism and will be shown on your schedule. Additional compulsory excesses may also apply.

### Compulsory Excess

This excess is in addition to the voluntary excess and may apply, for example, to young and/or inexperienced drivers and certain types of car, for each incident of loss or damage to your vehicle as a result of accidental or malicious damage, or vandalism. If this is applicable it will be shown on your schedule.

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### Fire & Theft Excess

This excess applies to all incidents of loss or damage to your vehicle as result of fire, lightning, explosion, theft, attempted theft or the taking away of your car without your consent and will be shown on your schedule. No other excesses will apply.

If we pay the whole amount of any claim at first, you must immediately pay us the amount you have to pay under this wording.

### Section (2) – Windscreen Damage

We will pay for a broken or damaged windscreen, windows or glass sunroofs in your car and any scratching of the bodywork caused by them breaking.

Subject to the excess shown on your schedule, cover will be unlimited if National Windscreens, Autoglass or Auto Windscreens are used otherwise the maximum cover provided will be £150 (less the windscreen excess applicable). If your glass can be repaired rather than replaced then the excess will not apply.

*If this is the only payment we make, it will not affect your no claims discount.*

### Section (3) – Audio / Telecommunication / Satellite Navigation Equipment

Cover for loss or damage to permanently fitted audio, audio visual, telecommunication and satellite navigation equipment is unlimited provided it is part of the manufacturer's original specification for your car otherwise cover is limited to £750 for comprehensive cover and £500 for third party, fire & theft cover.

Cover under this section will be subject to the excess shown on your schedule.

### Section (4) – Medical Expenses

If you, your driver or any of your passengers are injured in an accident involving your car we will pay medical expenses of up to £250 for each injured person.

continued overleaf





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## PART A – Loss and Damage (cont'd)

### Section (5) – Replacement Locks

If the keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing:

- the door and boot locks
- the ignition and steering lock
- the lock transmitter

Cover under this section will be subject to the excess shown on your schedule.

If this is the only payment we make, it will not affect your no claims discount.

### Section (6) – Hotel Expenses

If your car cannot be driven after an accident or loss covered under PART A of this policy, we will pay up to £150 for the driver (or £250 in total for all the people in the car) towards the cost of hotel expenses for an overnight stop if this is necessary.

### Section (7) – Loss of Road Fund Licence

If your car is declared a total loss following a valid claim, we will pay for any unused road tax that you are unable to recover from the licensing authorities.

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## Exclusions to PART A of Your Policy

PART A of your policy does not cover the following:

- loss of use or any other losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this policy; this includes but is not limited to loss of value; wear and tear; mechanical, electrical or electronic breakdown or failure; equipment or computer malfunction, breakdown or failure
- loss of or damage to your car arising from, or in consequence of, water freezing in the circulation system of your car
- loss of value after a repair
- the cost of any repair or replacement that improves your car beyond the condition it was in before the loss or damage occurred
- damage to tyres from braking, punctures, cuts or bursts
- loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- loss of your car by deception of someone who claims to be a buyer or agent
- any accident, injury, loss or damage which is caused by or is a result of either:
  - earthquake
  - riot or civil commotion outside of the United Kingdom and Ireland
- loss or damage arising from theft when the ignition key or any device of similar function is left in or on the car
- your car being confiscated, disposed of or destroyed by or under order of any government or local authority
- any excess defined under PART A – Loss and Damage

continued overleaf





HUGHES INSURANCE

## PART B – Liability to Others

### Section (1) – Liabilities to Third Parties

We will cover your legal liabilities due to the death of or injury to any person and for up to £20,000,000 for damage to other people's property (including animals) as a result of using your car and any trailer, caravan or other mechanically disabled propelled vehicle attached to your car.

We will provide cover for:

- you and the drivers named on your certificate of motor insurance
- passengers in your car
- your employer or business partner as long as your car is not owned by, or leased by, or hired to either your employer or business partner and your car is being used for a purpose that is allowed under your certificate of motor insurance
- the legal representatives of the people named above if they have died

### Towing

We will cover you while your car is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from:

- damage to, or loss of, the towed caravan, trailer or broken-down vehicle
- damage to, or loss of, any property being carried in or on the towed caravan, trailer or broken-down vehicle
- a caravan, trailer or broken-down vehicle being towed in return for payment
- more than one caravan, trailer or broken-down vehicle being towed at a time

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for that purpose

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- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law

### Driving Other Cars

Where cover is provided by the effective certificate of motor insurance, we will cover you while personally driving, with the permission of the owner, any car not owned by you or hired to you under a hire purchase agreement or leased to you under a leasing agreement or provided to you as a courtesy car and not owned or hired or lent to you by your employer or business partner.

We will not be liable under this section where the insured vehicle specified in the current schedule, which forms part of this policy, has been disposed of or has become the subject of a total loss.

Note: cover is not provided:

- for loss or damage to the car you are driving
- if you are covered by any other policy of Insurance to drive the car
- unless a current and valid policy of insurance is in force for the vehicle being driven under this section of this policy
- to secure the release of any motor vehicle which has been confiscated, seized or impounded by, or on behalf of, any government or public authority
- unless the car is registered in the United Kingdom and is being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands

### Section (2) – Costs and Expenses

If we first agree in writing, we will pay:

- costs and expenses recoverable by any claimant
- solicitor's costs for representation at any coroner inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable solicitor's costs to defend a charge of manslaughter or causing death by dangerous, careless or inconsiderate driving

continued overleaf





HUGHES INSURANCE

## PART B – Liability to Others (cont'd)

- all other legal costs and expenses

We will only pay these costs if they arise from an accident which might give rise to a claim under PART B of this policy.

### Emergency Medical Treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic (Northern Ireland) Order or Road Traffic Acts.

If this is the only payment we make, it will not affect your no claims discount

## Exclusions to PART B of Your Policy

PART B of your policy does not cover the following:

- anyone driving your car who is disqualified from driving or who has not held a driving licence, or who is prevented by law from holding one
- anyone who is insured under any other policy
- any amount over £20,000,000 for damage to property (including animals) and any related indirect loss or damage as a result of any claim or series of claims arising out of one event
- liability for loss or damage to property which belongs to, or is in the care of, any person who is insured under this policy and who is driving your car
- liability for the death of, or injury to, any employee during the course of his or her employment if caused by anyone we insure under this policy other than as necessary to meet the requirements of the Road Traffic (Northern Ireland) Order or Road Traffic Acts
- death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the period of insurance. We will treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's territorial limits must be met



HUGHES INSURANCE

## Exclusions to PART B of Your Policy (cont'd)

- Any claim arising during, or in consequence of, an act of terrorism other than to meet the requirements of the Road Traffic (Northern Ireland) Order or Road Traffic Acts. The maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person, and for which cover is provided under this section will be £5,000,000.00 in respect of all claims resulting directly or indirectly from one originating cause; or such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic (NI) Order or Road Traffic Acts.

For the purpose of this exclusion, terrorism is any act including but not limited to;

- the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage), including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means; when any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes;
  - any action taken in controlling, preventing, suppressing or in any other way relating to the above.
- using the Driving Other Cars extension to secure the release of any motor vehicle which has been confiscated, seized or impounded by, or on behalf of, any government or public authority

## PART C – Using Your Car Abroad

Your policy operates if your car is being used in European Union countries, as well as Andorra, Croatia, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and the Vatican City as long as your visit is not for more than 90 days. After a period of 90 days we will provide the minimum cover required to comply with the laws of compulsory motor insurance in that country, or that of the UK, whichever is the greater.

Cover also includes transit by sea, air or rail in or between the territorial limits. While your car is being transported, General Average Contributions, Salvage Charges, Sue and Labour Charges are covered.





HUGHES INSURANCE

## PART C – Using Your Car Abroad (cont'd)

We will cover you for any customs duty you have to pay after temporarily importing your car into any of the above countries as long as the liability arises as a direct result of a claim covered under the policy.

We may agree, subject to payment of an additional premium, to extend your policy to include a country or countries outside the normal territorial limits of the policy. Please contact Hughes Insurance before taking your car outside the territorial limits.

## PART D – Personal Accident Benefits

We will pay £10,000 (the maximum payment for any one person) if you or your partner/spouse who permanently lives with you suffer accidental bodily injury in direct connection with your car, or while getting into or out of, or travelling in, any other car.

The injury must be directly connected with the car and the only cause within three months of:

- death
- permanent loss of sight in one or both eyes
- loss by severance of an entire hand or foot

We will make the payments to you or your legal personal representative.

## Exclusions to PART D of Your Policy

PART D of your policy does not cover the following:

- payments under more than one policy you or any member of your family may hold with us
- death or bodily injury as a result of suicide, attempted suicide or any intentional self-injury
- death or bodily injury whilst under the influence of alcohol or drugs
- death or injury if you make a claim under Part B

HUGHES INSURANCE

## PART E – Personal Belongings and Child Car Seat cover

### Section (1) – Personal Belongings Cover

Providing you are making a claim under Part A Section 1 we will pay for the loss of or damage to personal belongings in or on your car if lost or damaged by:

- accidental or malicious damage to your car
- fire, lightning or explosion
- theft or attempted theft, or the taking away of your car without your consent

The maximum amount payable for any one incident is £150 however this will be increased to £250 for the month of December.

### Section (2) – Child Car Seat Cover

If you have a child car seat fitted in your car and your car is involved in an accident, provided you are making a claim under PART A of this policy, we will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage.

## Exclusions to PART E of Your Policy

PART E of your policy does not cover the following:

- money, stamps, tickets, documents or securities
- goods or samples carried in connection with any trade or business
- property insured by another policy
- theft of personal belongings if carried in an open-top or convertible car, unless contained in the locked boot





HUGHES INSURANCE

## PART F – Car Sharing / Car Servicing


### Car Sharing

Your policy also covers your car when you are paid as part of a car-sharing arrangement for social or similar purposes as long as:

- your car is not built or adapted to carry more than eight people
- you do not profit from the contribution you receive for the journey
- the car is not used in the Bailiwick of Guernsey

### Car Servicing

The cover provided by this policy applies whilst your car is in a garage for service, overhaul or repair, or whilst it is being driven with your permission by an authorised attendant of a hotel, restaurant or car park for parking. The restrictions on driving and use described on your certificate of motor insurance will not apply.



**We can protect  
your no claims  
bonus**



HUGHES INSURANCE

## No Claims Discount

If there is no claim being made or arising under this policy in a period of insurance, we will allow a discount in accordance with our "no claims discount" (NCD) scale which is available on request.

If we make a payment which cannot be recovered from another person, the claim may affect your NCD, even if you were not at fault, and the discount may be recalculated at renewal following the date of the claim.

For NCD purposes, a period of insurance is one year between the beginning of the policy and renewal date, or between renewal dates.

The following do not affect your NCD:

- payments made under PART A, Section 2
  - Windscreen Damage
- payments made under PART A, Section 5
  - Replacement Locks
- payments made for people receiving emergency medical treatment.
- payments made, together with associated expenses, which we subsequently recover in full
- any claims covered under the Hughes Insurance Uninsured Driver Promise

## Protected No Claims Discount

Once you have earned the relevant number of years NCD you may be able to protect this by payment of an extra premium.

This extension only applies if referred to on your schedule and is subject otherwise to the terms, exclusions and conditions of this policy.

Although you can protect your no claims discount, your premium may still increase if you make claims or you receive motoring convictions.





HUGHES INSURANCE

## General Exclusions

General exclusions apply to the whole of your Hughes Insurance policy.

This policy does not apply when your car:

- is being used for purposes that are not specified on your certificate of motor insurance
  - is being driven by, or in the charge of you, unless you hold a licence to drive it and, are not disqualified from holding or obtaining such a licence.
  - is being driven by, or in the charge of, any person who is not covered by your certificate of motor insurance, unless as a result of theft, attempted theft or the taking away of your car without your consent, other than where covered under Car Servicing in Section F
  - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence
  - is being driven by, or in the charge of, any person who holds a provisional driving licence and does not meet the conditions of that licence
  - is 'airside' on any airport or airfield premises. Airside is the part of any airport, aerodrome, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons, including the associated service roads and ground equipment parking areas and those parts of passenger terminals of international airports which come within the customs examination area
  - this policy does not cover anyone who does not meet the policy terms and conditions
  - this policy does not cover loss or damage to your car's management system or any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise or correctly interpret or process any date as the true or correct date or to continue to function correctly beyond that date
  - this policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had liability anyway
- this policy does not provide cover for any loss of or damage to property, or any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this policy, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
    - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel
    - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it
  - this policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, or military force or coup. However, this policy covers you so far as is necessary to meet with any law on compulsory insurance
  - except under Part B (Liability to Others) this policy does not provide cover for any accident, injury, loss or damage caused by earthquake or by riot or civil commotion outside of the United Kingdom and Ireland

HUGHES INSURANCE



continued overleaf





HUGHES INSURANCE

HUGHES INSURANCE

## General Conditions

General Conditions apply to the whole of your Hughes Insurance Policy

- It is your duty to provide complete and accurate information to us when you take out your insurance policy, through the life of the policy and when you renew your policy. It is important you ensure all statements you make either verbally or in writing are full and accurate. Please note if you fail to disclose any material information this could invalidate your insurance cover and could mean part or all of a claim may not be paid. If you are in any doubt as to whether any information is material it should be disclosed.
- you, or your legal representative, must give us full details in writing as soon as possible after any event that could lead to a claim under this policy. You must also immediately send us any letters and documents you receive in connection with the events before you reply to them

If you know of any future prosecutions, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing

- you, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission

We may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy. Anyone making a claim under this policy must give us any information and help we need

- the policy may be cancelled by you or us. For details, please refer to the cancellation section of this policy booklet
- if you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim
- you (or anyone who has care or control of your car) must do all you can to protect and secure your car and keep it in a roadworthy condition. You must let us examine your car at any reasonable time if we ask you to do this

- if we accept a claim under PART A of this policy, but we cannot agree the amount we will pay you, we may pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before you can take legal action against us
- we will only provide the insurance described in this policy if:
  - anyone claiming protection has met all its terms and conditions
  - the information you have given, shown on the statement of fact is true and complete
- if, under the law of any country in which you are covered by this policy, we have to pay a claim that we would not normally have paid, we may recover the payment from you or the person responsible
- if we have agreed to accept payment of any premium by instalments and you break that agreement, we will be entitled to cancel this policy
- you must tell us immediately of any car which is insured in your name that belongs to anyone else or is being used regularly by another person
- if any claim is in any way fraudulent, or if you or anyone acting on your behalf has used any fraudulent means including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited
- you must:
  - let us know of any new, replacement, temporary or loan vehicle before you buy or change vehicles
  - pay us any extra premium we may ask for as a result of the new or replacement vehicle
  - let us know if you sell or dispose of your vehicle

All cover for the vehicle will end and you must return the certificate of motor insurance.

continued overleaf





HUGHES INSURANCE

## General Conditions (cont'd)

If you do not give us, and we do not confirm, full details of the replacement vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with the vehicle.

- you must tell us immediately if:
  - you plan to make any cosmetic or performance enhancing changes to the vehicle, or any other changes to the vehicle
  - you want to use the vehicle for any use not included on your certificate of motor insurance
  - you change the address at which you normally keep the vehicle
  - you or anyone covered by this policy are charged with or convicted of any motoring or criminal offence
  - you become aware of any medical or physical condition of any driver that may affect their ability to drive
  - you or any driver change occupation
  - there are changes to any other material fact. If you are unsure what a material fact is, please check with us
- when you tell us about a change, we may then re-assess your premium and your cover. If you do not tell us about any relevant changes, we may:
  - reject or reduce your claim
  - cancel the policy and treat it as though it had never existed

HUGHES INSURANCE

## Endorsements

Your insurance under this policy may be extended or restricted by endorsements. The following endorsements only apply if their numbers appear on the schedule.

All the terms, conditions and exclusions of the policy continue to apply along with the endorsements.

### Endorsement 9 – Exclusion of Personal Belongings

You are not covered under PART E Section 1 of this policy.

### Endorsement 11 – Exclusion of Personal Accident Benefits

You are not covered under PART D of this policy.

### Endorsement 12 – Voluntary Excess

You will pay the amount shown next to this endorsement number on the schedule towards each claim for loss or damage to your car.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft or the taking away of your car without your consent
- is limited to broken glass in the windscreen, windows, sunroofs or bodywork damaged by the broken glass
- is limited to replacement locks

This amount applies in addition to any other amount that you may have to pay towards each claim.

continued overleaf





HUGHES INSURANCE

## Endorsements (cont'd)

### Endorsement 13 – Compulsory Excess

You will pay the amount shown next to this endorsement number on the schedule towards each claim for loss or damage to your car.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft or the taking away of your car without your consent
- is limited to broken glass in the windscreen, windows, sunroofs or bodywork damaged by the broken glass
- is limited to replacement locks

This amount applies in addition to any other amount that you may have to pay towards each claim.

### Endorsement 30 – Protected No Claims Discount

If you have chosen to protect your maximum no claims discount we will continue to allow this at each renewal unless:

- you tell us you no longer want to have the benefits of protected no claims discount
- the number of claims notified equals or exceeds the limits specified in your policy schedule

If we agree to transfer someone's interest under this policy, this will be cancelled unless the person the policy is transferred to can meet our conditions for having a protected no claims discount.

### Endorsement 39 – Car Security

You are not covered under PART A of this policy for any loss or damage caused by theft or attempted theft unless an approved security system or device has been fitted to your car and is in operation at the time of any loss or damage.

HUGHES INSURANCE

### Endorsement 40 – New Car Replacement

We will replace your vehicle with a new vehicle of the same make and specification (if one is available) if, within 1 year of you or your partner buying it new:

- the cost of repairing any damage covered by the policy is more than 60% of its United Kingdom list price (including vehicle tax and VAT) at the time you or your partner bought it; or
- your vehicle is stolen and not recovered

We will only replace your vehicle if:

- you or your partner own the vehicle or bought it under a hire-purchase agreement (we will not replace any vehicle that is the subject of any type of leasing or contract hire agreement);
- any interested hire-purchase company agrees; and
- you or your partner are the first registered owner of your vehicle

### Endorsement 41 – Drink and Drugs Clause (Previous Conviction)

Where a driver with a previous drink or drugs conviction is involved in an accident which results in a conviction of a similar type, cover will be restricted to that required by law.

### Endorsement 42- Drink and Drugs Clause

If your car is involved in an accident and arising from its use, you or any insured driver is convicted of a driving offence involving alcohol or drugs then cover under Part A Loss of or damage to your car will not apply.

In addition, you or any insured driver must repay all the amounts we have paid arising from the incident including any claimants' damages and costs.

### Endorsement 43 – Restricted Open Driving Clause

You must notify us of any conviction, claims, medical history or non UK licence details for any driver who will drive under your policy. The fact that a driver is not specifically named is not an escape from notifying us of any adverse features which may impact on whether we would accept the risk or what terms may apply.





HUGHES INSURANCE

## Claims Service Including Legal & Breakdown Cover

### Administered by MIS

- Motor Claims
- 24 Hour Breakdown Recovery Service incorporating Punctures and Lost Keys
- Legal Expenses Insurance

MIS Claims  
Beechwood House  
37 Comber Road  
Dundonald  
BT16 2AA  
MIS Claims (028) 9041 0220

## MOTOR UNINSURED LOSS RECOVERY POLICY IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must initially be reported to our Claims Helpline Service.

### CLAIMS HELPLINE SERVICE – 028 9041 0220

This helpline service is only in respect of legal issues and the processing of your motor claim.

You must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so may mean that we decline to pay a claim for your professional fees.

If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for legal costs to be paid we will:

- take over the claim on your behalf
- appoint a specialist of our choice to act on your behalf

We may limit the professional fees that we will pay under the policy where:

- we consider it is unlikely a reasonable settlement of your claim will be obtained, or
- the potential settlement amount of your claim is disproportionate compared with the time and expense incurred in pursuing or defending your claim

Where it may cost us more to handle a claim than the amount in dispute we may opt to pay you the amount in dispute which will then constitute the end of the claim under this policy.

If legal proceedings have been agreed by us you may at this stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own professional we must agree this in advance and you will be responsible for any professional fees in excess of those which our own specialists would normally charge us (details are available upon request).

At conclusion of your claim if you are awarded any costs (not your damages), these must be paid to us.

**Please note that if you should engage the services of a professional prior to making contact with this helpline any costs that you incur are not covered by this insurance.**

Motorists Insurance Services Ltd are an independent company specialising in the provision of legal expenses insurance and claims management services for the motoring populace of Ireland.

In the event of an accident, vehicular theft or malicious damage, please contact us as soon as possible after the incident on; **028 9041 0220** and give us a full account of the incident.

Following any accident always stop and exchange the following information:

- names and addresses of those involved and also those of any witnesses
- the vehicle registration numbers of all vehicles involved
- draw a diagram of the accident scene including the position of the vehicles before and after the accident, the road layout and objects that may have obstructed your vision, the position of eye witnesses and other relevant information, e.g. the weather conditions, speed and distance involved. Accidents that involve any form of personal injury must be reported to the police within 24 hours

HUGHES INSURANCE





## HUGHES INSURANCE

- if you believe the accident is your fault, please give the third party our claims line number, this will enable us to mitigate costs on your behalf and assist with processing the claim
- if you receive any documents or letters concerning the accident, please forward them immediately to MIS
- you also have the benefit of legal expenses insurance and expert legal advice and assistance will be made available to you once you have reported the accident. In non-fault cases where there is an identifiable third party, we will also provide a replacement vehicle if required. This facility can only be made available under the terms of a credit agreement and following authorisation by one of our claims staff

### Motorists' Legal Help Line

As each year passes legislation becomes more complex and difficult to interpret. We provide guidance on any aspect of concern to you and you may telephone us at any time for free legal advice.

Telephone: 028 9041 0222

### Legal Expenses Cover

It has become more and more important to take out a legal expenses policy to ensure that action is taken immediately to recover your uninsured losses, in the event of an accident where you are not at fault.

This policy is of equal benefit to those with comprehensive or third party policies.

We will pay up to £50,000 in legal fees to pursue your claim in respect of any personal injury or uninsured loss, where you have been the innocent party in a car accident occurring anywhere in the UK or the Republic of Ireland.

If necessary, we will arrange an appointment with one of our panel solicitors to discuss any unforeseen complications.

## Additional Benefits

### Replacement Vehicle Facility / Excess Payment

Being without your vehicle is bad enough, but if it is due to someone else's negligence, it can be particularly frustrating and expensive. We can now offer to provide you with a replacement vehicle and the payment of your excess.

### Replacement Car Hire Facility

We will arrange for you to be provided with a replacement vehicle anywhere in the United Kingdom or the Republic of Ireland and whenever possible, we will provide a like for like replacement. The replacement will not necessarily be the same make but it will be a similar type of vehicle.

The car hire facility enables you, the policyholder, to hire a vehicle from an approved car hire company on credit. The credit is provided whilst MIS, your legal expenses provider, pursues a claim against the third party.

## HUGHES INSURANCE

### Credit Excess Payment

Subject to the appointment of our panel solicitor and the use of our approved repairer network, we will pay the excess due under your policy schedule. Yet again the excess payment is provided on credit whilst MIS pursues a claim on your behalf.

The credit period extended by the agreements in relation to car hire and the excess payment should expire, in any event fifty weeks from the date of the agreement. At the expiry of the credit period you shall then become liable to pay the hire charges and excess payments in full by a single payment. Full terms and conditions are available.

To avail of these additional benefits you must adhere to the terms and conditions of this policy.

### To Claim Car Hire Benefit

It must be clear from your instructions that you were not in any way at fault for the accident and that on the face of it liability will devolve upon an identified third party. It is essential that we have also agreed to pursue an uninsured loss claim on your behalf.

It is a condition that, where possible you provide us with full details of the person responsible for the accident.

It is usually only possible to qualify for car hire benefit if you are aged between 21 and 70, have a clean driving licence and have been driving for at least 2 years. If, as a result of utilising this facility any additional insurance charges are incurred and these are usually minimal, they will of course be included in your uninsured loss claim.

To avail of this benefit the accident must have occurred in the United Kingdom or the Republic of Ireland.

### Hire Vehicle Cover

In the event of the Scheme Administrator providing you with a hire vehicle under the terms of the hire benefit section of this policy, and provided you have complied with both the policy conditions and the conditions of the vehicle hire and credit hire agreements signed by you, then the cover clause will operate in the following circumstances:

Where your claim for hire remains unresolved beyond fifty weeks and you become legally liable to pay the cost of the hire, the Scheme Administrator will then cover you in respect of the cost of the hire and discharge your liability to the hire company in full.

Once this has occurred, the Scheme Administrator will be entitled to pursue the recovery of the amount as a subrogated claim in your name, as detailed under the subrogation clause.





## HUGHES INSURANCE

### Guidance

After an accident, you are under a common law duty to keep your losses to a minimum. It is therefore essential that a car is hired for the minimum period of time necessary. Your car must be off the road as a result of the accident. Each case will turn on its own merits, but in general terms you are under a duty to act reasonably in all the circumstances.

## Important Notice

All potential claims must initially be reported to our claims helpline service.

This is a claims made policy. It only covers claims notified to us during the period of insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead us to decline a claim for cover from such circumstances.

## Definitions

### Insurer

UK Underwriting Limited on behalf of:  
Ageas Insurance Limited, registered in England No. 354568.  
Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorists Insurance Services Ltd, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### Name of Coverholder

The Coverholders on behalf of the Insurers are Legal Insurance Management Ltd, 18 Hagley Road. Stourbridge. West Midlands, DYS 10D.

Legal Insurance Management Ltd and UK Underwriting Limited are authorised and regulated by the Financial Services Authority.

### Scheme Administrators

The scheme administrators are Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA.

### Policyholder / You / Your

The person or company who has paid the premium and is named in the schedule as the policyholder.

## HUGHES INSURANCE

### Insured Person

The policyholder and any other person authorised by you to drive or to be a passenger in or on the insured vehicle.

### Insured Incident

An event, act or omission giving rise to a claim against us for cover under this policy.

### Insured Vehicle

A vehicle that you own or for which you are legally responsible including any caravan or trailer whilst being legally towed.

### Authorised Representative

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your or an Insured person's interests.

### Territorial Limits

The UK and the Republic of Ireland.

### Limit of Cover

Any one Insured incident £50,000.

### Period of Insurance

The period of insurance shown in the motor insurance schedule.

### Professional Fees

Legal and accountants fees and costs reasonably and properly incurred by the authorised representative, with our prior written authority including costs incurred by another party for which you are made liable by court order, or may pay with our consent in pursuit of a civil claim in the territorial limits arising from an insured incident.

### Standard Professional Fees

The level of professional fees that would normally be incurred by us in using a nominated authorised representative of our choice.

### Legal Proceedings

When formal legal proceedings are issued against an opponent in a court of law.





## HUGHES INSURANCE

### Schedule

The insurance document which shows details of your motor insurance cover.

### Time of Occurrence

When the insured incident occurred or commenced whichever is the earlier.

## Cover

We will cover you in accordance with our standard professional fees and, where requested by you, any other insured person up to the limit of cover subject to the terms, conditions and exclusions of this policy, against professional fees arising from an insured incident within the territorial limits where you notify us during the period of insurance and within 30 days of the time of occurrence of the insured incident.

## Insured Incident

The collision between two mechanically propelled vehicles occurring on a public road or a road to which the public have access whether by right or by payment and resulting in:

- the death of, or bodily injury to an insured person
- uninsured losses being incurred by an insured person

We retain the discretion to investigate incidents which fall outside this definition.

## Exclusions

This insurance does not cover:

- professional fees incurred –
  - in respect of any insured incident where the time of occurrence commenced prior to the commencement of the insurance
  - before our written acceptance of a claim
  - before our approval or beyond those for which we have given our approval
  - where you fail to give proper instructions in due time to us or to the authorised representative

## HUGHES INSURANCE

- where you are responsible for anything which in our reasonable opinion prejudices your case
- if you withdraw instructions from the authorised representative, fail to respond to the authorised representative or withdraw from the legal proceedings or the authorised representative refuses to continue to act for you. Furthermore, any fees or disbursements incurred by MIS or Independent Car Hire Ltd shall become payable forthwith
- where you decide that you no longer wish to pursue your claim as a result of disinclination. All costs incurred up until this stage will become your responsibility
- in respect of the amount in excess of our standard professional fees where you have elected to use an authorised representative of your own choice
- the pursuit, continued pursuit or defence of any claim if we consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- claims which are conducted by you in a manner different from the advice or proper instructions of the authorised representatives
- appeals, unless you notify us in writing of your wish to appeal at least six working days before the deadline for giving notice of appeal expires, and we consider the appeal to have a reasonable chance of success
- any professional fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected
- damages, fines or other penalties you are ordered to pay by a court tribunal or arbitrator
- claims arising from an insured incident arising from your deliberate act, omission or misrepresentation
- claims arising from:
  - ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof





## HUGHES INSURANCE

- war or any like associated risk
- seepage pollution or contamination of any kind
- pressure waves caused by aircraft or other aerial devices
- any dispute relating to written or verbal remarks which damage your reputation
- any professional fees relating to your alleged dishonesty, criminal act, or violent behaviour
- professional fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to your own requirements
- legal proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights
- a dispute which relates to any compensation or amount payable under a contract of insurance
- a dispute with us not dealt with under the arbitration condition
- any dispute relating to patents, copyrights, trade or service marks, registered designs, passing of intellectual property, trade secrets or confidential information
- an application for judicial review
- any claim where your motor insurers are entitled to repudiate your motor policy or refuse cover
- any claim where an insured person (not being the policyholder) is driving under a 'driving other cars' extension to their motor insurance policy
- claims arising out of the use of an insured vehicle by an insured person for racing, rallies, trials or competitions of any kind
- travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an insured person's claim
- any claim if an insured person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the insured incident
- any claim arising from a contractual relationship

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- the costs of a hire car that we have not, in advance, agreed to pay for in writing
- claims made by an insured person against any authorised passenger in the vehicle
- claims for passengers where there is a conflict of interest between you or the authorised driver and any other passenger(s)

## Conditions

### Alteration to Risk

You shall notify us immediately of any alteration in risk which materially affects this insurance.

### Observance

Our liability to make any payment under this policy will be conditional on you complying with the terms and conditions of this insurance.

### Claims

You must tell us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing our consent to incur professional fees.

We will give such consent if you can satisfy us that there are sufficient prospects of success in pursuing or defending your claim and that it is reasonable for professional fees to be paid.

We may require you at your expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If we subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim we decide that:

- your prospects of success are insufficient;
- it would be better for you to take a different course of action;
- we cannot agree to the claim;

we will write to you giving our reasons and we will not then be bound to pay any further professional fees for this claim.

We may limit any professional fees that we will pay under the policy in the pursuit, continued pursuit or defence of any claim:

- if we consider it is unlikely a reasonable settlement will be obtained or





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- where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement

Alternatively we may opt to pay you the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your responsibility and will be required to be repaid to the insurer.

### Representation

We will take over and conduct in your name the prosecution, pursuit, defence or settlement of any claim. The authorised representative nominated and appointed by us will act on your behalf and you must accept our nomination.

If legal proceedings have been agreed by us, you may nominate your own authorised representative whose name and address you must submit to us. In selecting your authorised representatives you shall have regard to the common law duty to minimise the cost of your claim. Any dispute arising from this shall be referred to arbitration in accordance with the conditions of this policy.

Where you have elected to use your own nominated authorised representative you will be responsible for any professional fees in excess of our standard professional fees.

### Conduct of Claim

You shall at all times co-operate with us and give to us and the authorised representative evidence, documents and information of all material developments and shall attend upon the authorised representative when so requested at your own expense.

We shall have direct access at all times to, and shall be entitled to obtain from, the authorised representative any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and you shall give any instructions to the authorised representative which may be required for this purpose. You or your authorised representative shall notify us immediately in writing of any offer or payment into court made with a view to settlement and you must secure our written agreement before accepting or declining any such offer.

We will not be bound by any promise or undertaking given by you to the authorised representative or by either of you to any witness, expert or agent or other person without our agreement.

### Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay you all or any costs and expenses, charges or compensation, you will do everything possible (subject to our

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directions) to recover the money and hold it on our behalf. If payment is made by instalments these will be paid to us until we have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

### Subrogation

You agree that where the Scheme Administrator makes any payment to you in respect of recoverable uninsured losses, you give the Scheme Administrator authority to recover those losses on behalf of you, in the Scheme Administrator's own name and for the Scheme Administrator's benefit.

### Arbitration

If there is a dispute between you and us, which is not solved by the policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the law society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the arbitration acts then in force.

### Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if you make a claim which is in any respect false or fraudulent.

### Data Protection

The data supplied by you will only be used for the purposes of processing your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned hereon.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data, which we are holding about you. If you wish to make such an inspection, you should contact Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald BT16 2AA.

We may respond to enquiries by the police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively or to protect your interests we may disclose data you have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies, other insurers etc.

### Motorists Insurance Bureau Scheme (MIB)

In the event of compensation being pursued under the Motorists Insurance Bureau Scheme (MIB) we shall not be liable for any costs/outlays over and above the MIB scale of costs, or any interim payments associated with the pursuit of any claim authorised by Motorists Insurance Services Ltd.





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### InjuriesBoard.ie

In the event that you are pursuing a personal injury claim as a result of a road traffic accident in the Republic of Ireland, we will take over and conduct in your name, the presentation, prosecution, counterclaim or settlement of any claim under the terms and conditions of the InjuriesBoard.ie. To assist in this regard we will pay the initial 50 euro administration fee, however, this will be repaid to the company when your case is finalised. Any medical fees will be payable by you, however, on the successful settlement of your claim, you will be reimbursed a sum of 150 euro by the respondent. If required, we will appoint a solicitor at our absolute discretion, and such appointment shall be in your name and on your behalf. We will not therefore be liable for any legal costs when settlement of your claim can be pursued via mediation with the InjuriesBoard.ie

### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by us.

### Cancellation

We may cancel the cover provided for the Breakdown Recovery Service and Legal Expenses by sending you 30 days written notice by recorded delivery post.

### Acts of Parliament

Any reference to act of parliament within this policy shall include an amending or replacing act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the UK.



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## Legal and Claim Helpline

All potential claims must be reported initially to the Claims Helpline for advice and support.

We will not accept responsibility if the helpline services fail for reasons beyond our control.

## Law

The law of Northern Ireland will apply to this contract unless:

- You and we agree otherwise
- At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) England, Scotland, Wales, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Breakdown Assistance

In the event that your vehicle is immobilised as a result of electrical or mechanical breakdown or accident (including fire and malicious damage), your vehicle will be taken to the nearest repairer, secure premises or if nearer, to your home.

This service is provided throughout Ireland and the United Kingdom.

## Homestart Assistance

If your car breaks down we will send somebody to assist you. Up to one hour's free labour will be provided, in situ, if on the spot repairs can be made.

If your car cannot be repaired, we will tow it to the nearest competent repairer or to your own garage, if closer.

## Roadside Assistance

If your car breaks down or is involved in an accident away from home, we will send somebody to assist you.

We will provide up to one hour's free labour at the roadside, however, if your vehicle cannot be repaired on the spot, we will tow the car to the nearest competent repairer, recovery yard or your home, if closer.





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## Punctures

If you suffer a puncture whilst driving, we will assist with the replacement of your wheel, provided you have a suitable replacement available with the vehicle.

## Lost Keys

If your keys are lost or locked in the vehicle, we will take your car to the nearest secure premises, whilst endeavours are made to access the vehicle or obtain alternative keys.

## Fuel Shortages

In the event your vehicle is immobilised due to a fuel shortage or the wrong fuel is used, we will transport your vehicle to the nearest filling station or garage to remedy the cause.

## Message Relay

We will relay up to two urgent messages to worried friends, relatives or employers following any unforeseen delay.

## Additional Rescue Cover

If your car cannot be repaired within a reasonable period of time, we will provide either of the following additional benefits:

- a replacement vehicle for up to 48 hours subject to availability, or
- overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst you wait for the repairs to be completed. The incident must have occurred more than 60 miles from your home

This additional cover extends to the UK and ROI and the maximum we will pay in providing these additional benefits is £175. If you are required to settle a hotel account, please retain the receipt and forward to the Claims Department at MIS Claims on your return. MIS will only be responsible for the cost of the accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the client. These aspects of cover are only provided following a mechanical or electrical breakdown.



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## Breakdown Exclusions

The Company shall not be liable:

- for any liability or losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this policy arising from any act performed in the execution of the assistance service provided
- to pay for expenses which are recoverable from any other source
- for any accident or breakdown brought about by any avoidable, wilful or deliberate act committed by the insured
- for the cost of repairing the car
- for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility
- for any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car
- for any benefit payable unless Motorists Insurance Services Ltd. has been notified and has authorised assistance through the medium of the emergency telephone number provided

## Breakdown Conditions

Territorial limits of cover are the UK and the Republic of Ireland.

Vehicles eligible for assistance will be restricted to private cars, private cars modified for commercial use and commercial vehicles up to fully laden weight of 7.5 tonnes.

MIS will only be responsible for one assist per incident and a maximum of three assists per annum. MIS will not be responsible where it is asked to provide the service for a fault it has previously dealt with in the preceding 28 days.

We endeavour to provide all the benefits associated with this policy; however, not all the options may not be available to us at the time of a breakdown.

We retain the discretion to provide assistance outside the terms of this policy and dependent upon circumstances.





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## Complaints Procedure

Motorists Insurance Services Ltd are authorised and regulated by the Financial Services Authority (FSA).

As members of the FSA, it is our intention to provide you with a high level of customer service at all times. If you wish to make a complaint about our services, we have a formal complaints procedure. In the first instance you may contact us in writing or by phone. Please address your complaint to:

Managing Director  
Motorists Insurance Services Ltd  
Beechwood House  
37 Comber Road  
Dundonald  
BELFAST BT16 2AA

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

Legal Insurance Management Ltd  
18 Hagley Road  
Stourbridge  
West Midlands  
DYS 10D

If the matter remains unresolved, you should write to the Insurer, UK Underwriting Ltd on behalf of Ageas Insurance Limited. If it is not possible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
LONDON E14 9SR  
Tel: 0845 080 1800

This does not affect your statutory rights.

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Please note, the Complaints procedures relate to the Legal Expenses element of this contract only. The Financial Services Authority does not regulate the Breakdown and Replacement Car facilities, however, should you wish to make a complaint in respect of these services, contact the Managing Director of Motorists Insurance Services.

### Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if it can not meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about the compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).



