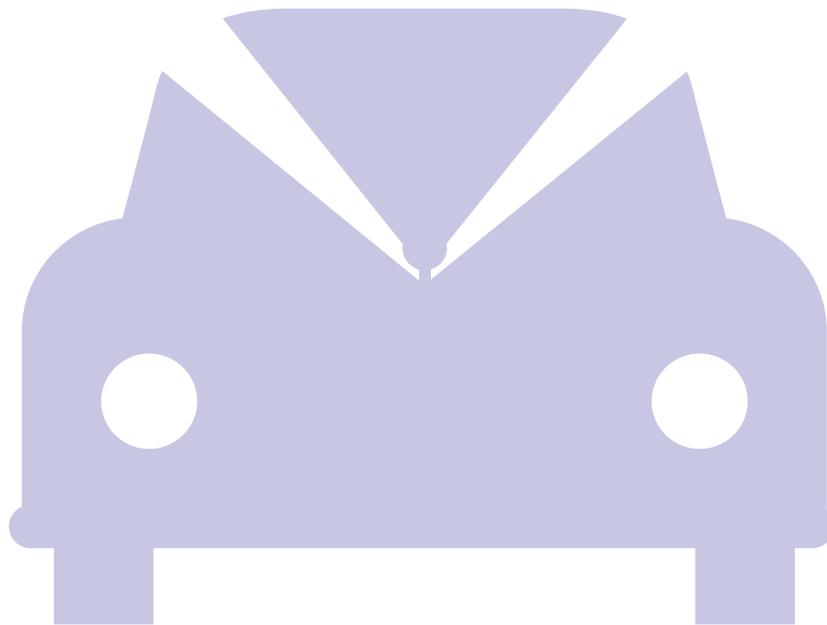




WEDDING
CAR
INSURANCE



Wedding Car Insurance
Policy wording

Wedding Car Insurance
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10 Bloomfield Street West
Halesowen
West Midlands
B63 3RD

Tel: 0800 699 0659
info@weddinginsurancegroup.co.uk

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Important telephone numbers

Motor claims	+44 (0)845 213 8898 +44 (0)1206 773 898	For all motor related claims enquiries
Motor breakdown	+44 (0)845 270 3281 +44 (0)117 934 2677	For 24-hour breakdown assistance anywhere in the UK or Europe
Legal expenses	+44 (0)845 275 1072 +44 (0)1925 428 845	Access to a 24-hour helpline offering free legal advice
Customer relations	+44 (0)8452138705 +44 (0)1206 773705	For general queries and complaints
Windscreen claims	+44 (0)845 213 8962	For windscreen damage related claims enquiries

Section 1: Introduction

I am delighted that you have chosen Hiscox to insure your motor vehicles.

We take our responsibility as your insurer extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with maximum efficiency and energy to restore you back to normality as soon as possible.

If you ever have any suggestions how we can improve our service, please do not hesitate to get in touch with me personally.

I wish you safe and happy driving.



Robert Hiscox

Hiscox Underwriting Ltd are authorised to issue insurance policies for **us**.

Section 2: Complaints procedure

The following procedure applies to all sections of the policy other than section 10 and 11:

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact Hiscox customer relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester, CO3 3XL

or by telephone on +44 (0)1206 773705
or by email at customer.relations@hiscox.com.

The following procedure applies to section 10 of the policy:

If **you** have any cause to complain about the insurance under section 10 or the service provided by **LawShield**, **you** should in the first instance direct **your** complaint to the Managing Director, Lawshield UK Ltd, Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire WA1 1RL.

Having contacted **LawShield**, if **you** are still not satisfied with the way a complaint has been dealt with, **you** should write to the Chief Executive of Equity Red Star at Lloyd's at 52 Leadenhall Street, London EC3A 2BJ.

When **you** do this, please quote **your** insurance policy number, as it will help them to deal with **your** complaint promptly.

After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** should refer **your** case to Lloyd's Policyholder & Market Assistance. The address is:

Lloyd's Policyholder & Market Assistance
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com

The following procedure applies to section 11 of the policy:

DAS will always try to give **you** a quality service. If **you** think **DAS** have let **you** down, please write to **DAS'** Customer Relations Department at **DAS'** Head Office address shown below. Alternatively **you** can telephone **DAS** on 0117 934 0066 or email **DAS** at customerrelations@das.co.uk. Details of **DAS'** internal complaint handling procedures are available on request.

DAS' Head and Registered Office is:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Where **you** are not satisfied with the final response from Hiscox, **DAS** or **Lawshield**, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

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

Telephone: 0845 080 1800

If **you** contact them or **us**, please quote the policy number shown in the **schedule**.

Section 3: General terms	Please read your policy very carefully. If anything is not correct, please return it immediately. We will provide this insurance in return for the premium you have paid to us . This policy is a contract between you and us .
Definitions	Words shown in bold type in the policy shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.
Act of terrorism	An act, including but not limited to the use or threat of force or violence, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear.
Agreed value	The amount your vehicle is insured for as agreed by you and us and shown in the schedule . The amount should include the value of your vehicle at the inception date of the policy , all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by us .
Amendment to cover notice	The most recent notification of cover change we issued to you .
Certificate	Your evidence of motor insurance. A certificate will be issued by us for each vehicle you insure with us and should be read together with this policy wording, the schedule , any amendment to cover notice and any endorsements .
DAS	DAS Legal Expenses Insurance Company Limited.
Endorsement	A change to the terms of the policy agreed by us in writing.
European Union	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom .
Excess	The amount for which you are responsible as the first part of each agreed claim as shown in the schedule .
Hiscox	Hiscox Insurance Company Limited.
Insured person	Any user permitted by you legally entitled to drive in accordance with the certificate .
LawShield	Lawshield UK Ltd, Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.
Market value	The cost to replace a vehicle with one of similar make, model and condition. We decide this amount.
Named insured person	Insured persons whose names are stated in the certificate .
New vehicle replacement	Our promise to replace your vehicle with a new one of the same make and model subject to availability. This cover will only apply if you and we agree and if the vehicle is less than 12 months old from the date of first registration at the time it is destroyed or stolen. The cost of the replacement vehicle must not exceed the agreed value of the vehicle that is the subject of the claim.
Period of insurance	The period for which the policy is in force as shown in your most recent schedule .
Personal effects	Personal property owned by a named insured person for which you are legally responsible.
Policy	This policy wording, the schedule , the certificate , any amendment to cover notice and any endorsements .
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the most recent.

Territorial limits	This policy provides cover anywhere within the European Union , as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition. This definition does not apply to section 10 or section 12. You should refer to those sections to see what definition of territorial limits applies to the coverage under those sections.
United Kingdom	England, Wales, Scotland and Northern Ireland.
Vehicle	Any vehicle listed in the schedule for which a certificate has been issued bearing the registration number or chassis number of that vehicle which belongs to you or is under a hire purchase agreement with you or is leased to you .
We/us/our/ours	The insurer named in the schedule .
You/your	The person or business named in the schedule .

Section 4: General conditions

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

Aggregate limit	Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance .
Arbitration	Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
Cancellation	You may cancel this policy at any time by writing to us and returning your certificate . If you have not made a claim, we will return any premium you have paid for any period of insurance remaining, calculated on a pro-rata basis from the day we receive notification of cancellation from you . We may cancel this policy by sending you 14 days notice by recorded post to your last known correspondence address. You must immediately return your certificate to us . If you have not made a claim, we will return any premium you have paid for any period of insurance remaining, calculated on a pro-rata basis from the day of cancellation. If you pay the premium by instalments and an instalment remains unpaid after 14 days, we may cancel your policy from this date. If a vehicle has been declared to be a total loss or a claim has been made there will be no premium refund if the policy is cancelled.
Cooling-off period	You may cancel this policy within 14 days of receipt of the policy or 14 days from the effective date of the policy , whichever is the later. If you cancel during this period we may apply a reasonable charge to cover the period we insured you.
Data protection	By accepting your policy , you consent to us using the information we may hold about you for the purposes of providing insurance and handling any claims and to process sensitive personal data about you where this is necessary. This may mean we choose or are required to give some details to third parties. These third parties may include other insurance carriers, Employers' Liability Tracing Office, third-party claims adjusters, fraud detection and/or prevention services, the Motor Insurers' Bureau, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you , you must obtain the explicit consent from the person to whom the information relates, both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated by us in confidence and in compliance with applicable data protection law. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected. For training and quality purposes, telephone calls to us may be monitored and/or recorded.
Duplicate cover	If a loss is covered more than once by us , we will pay under the section that provides you with the most cover. We will not make duplicate payments.
Governing law	This policy will be interpreted in accordance with and governed by English law.
Information	In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us . You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. **You** must also tell **us** about the following changes:

- a change to the people insured;
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured;
- criminal convictions for any of the people insured, or to be insured;
- a change of **vehicle**;
- any **vehicle** modifications;
- any changes affecting ownership of the **vehicle**;
- any change in the way that the **vehicle** is used;
- a change of correspondence or garaging address.

If **you** are in any doubt, please contact **us** or **your** insurance agent.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Multiple insureds

The most **we** will pay is the relevant amount shown in the **schedule**.

If more than one insured is named in the **schedule**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your policy**; or

require **you** to pay more for **your** insurance.

False claims

If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

Other insurance

When other insurance applies to a covered loss under this **policy**, **our** cover will apply secondary to any other insurance.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium. If **you** are paying **your** premium by instalments and **your vehicle** is a total loss **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

Reasonable care

You must take reasonable steps to keep **your vehicle** in a roadworthy condition.

You must take reasonable steps to protect any **vehicle** from loss or damage.

You must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage.

Rights of third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Section 5: What to do when a loss occurs

You should refer to the relevant cover section for details of the cover provided and how **your** claim will be settled.

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

A motor vehicle claim

How to make a claim

You must tell **us** or your insurance agent as soon as possible about any incident which **you** may need to claim for under this **policy**. **Our** 24-hours a day, seven days a week helpline is available on: +44 (0)845 213 8898.

In addition, in the event of theft, bodily injury or crime being committed, **you** or an **insured person** must notify the police and obtain a crime reference number from them.

You or an **insured person** must not admit liability for any incident or negotiate or refuse any claim with anyone.

We will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured person's** passengers;
- where necessary recover the **vehicle** to a destination or repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- inspect, approve and authorise any repairs to the **vehicle**;
- clean the **vehicle** on completion of any repairs;
- where appropriate return the **vehicle** to **you**;
- guarantee the repairs to the **vehicle** if carried out by an approved repairer for a period of three years.

Injury to someone or damage to their property

If someone is holding **you** or an **insured person** responsible for injury or damage, **you** must immediately send to **us** or **your** insurance agent every letter or claim correspondence **you** receive. **You** or an **insured person** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not pay the claim.

We may take over and deal with, in **your** name or that of an **insured person**, the defence or settlement of any claim made against **you** or an **insured person**.

Recovering a loss payment

We may pursue, in **your** name or that of an **insured person** but at **our** expense, recovery of any amounts **we** may become liable to pay under this **policy**. **You** or an **insured person** must give **us** all the assistance **we** may reasonably require to do this.

Receiving your claim payment

You may elect to receive **your** claim payment by cheque or via electronic fund transfer.

A motor legal expenses claim

Legal Expenses Services are provided by **LawShield**.

Lawshield are available for **you** or a **named insured person** to call 24-hours a day, seven days a week.

LawShield's claims notification freephone line is 0845 275 1072.

Lawshield will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle**, **your excess**, injury compensation and other out-of-pocket expenses.

A motor assistance claim

Motor assistance services are provided by **DAS**.

In the event of a motor vehicle **breakdown** the **DAS** claims and emergency helpline is available 24-hours a day, seven days a week on +44 (0)845 270 3281. **You** will need to provide the following information:

- policyholder's name and **policy** number;
- registration number of the **vehicle**;
- nature of the breakdown and location of the **vehicle**.

A motor assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** motor assistance centre as soon as possible after the breakdown. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

Section 6: General exclusions

The following exclusions apply to all sections of this **policy** except for section 14: Employer's Liability. Any extra exclusions are shown in the sections to which they apply.

The insurance does not cover the following:

1. Any loss, damage or liability arising out of deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection, or military or usurped power or the destruction or seizure of any **vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 1. airport service vehicles;
 2. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any reduction in value of any **vehicle**.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any pre-arranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation the Nürburgring).
9. Any person who uses the **vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **vehicle** to carry property or people for a fee other than where directly connected with a wedding.
11. Any loss, damage or liability arising from the operation of any **vehicle** that has been hired, leased, or loaned by **you** or any **named insured person** for a fee to any other person. This exclusion does not apply to any self drive hire vehicles covered under this **policy** as a temporary **vehicle**.
12. Except where covered by section 14 of this **policy**, any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance policy that complies with current **United Kingdom** compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any maintenance cost caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
14. In respect to section 9, Third-party liability, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom** Road Traffic Act.
15. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.
16. Any buses, coaches and vehicles with ten or more seats including that of a driver.
17. Waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on land unless amphibious which is licensed to go on highways (but not including any waterborne exposure).
18. Any losses involving the ownership, operation, maintenance or use of any **vehicle** the principal use of which is:
 1. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive;
 2. the bulk transportation of liquid petroleum or gasoline;
 3. the transportation of gases in liquid, compressed or gaseous forms.

Section 7: Physical damage cover

You should read **your schedule** to see if this physical damage cover applies to **your policy**.

This section provides **you** and an **insured person** with physical damage cover as detailed below, whilst driving a **vehicle** anywhere within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover physical loss of or physical damage to a **vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

What is not covered

- **Your excess**, unless the **vehicle** is a total loss.
- Loss of use of the **vehicle**.

How much will we pay

Following loss or damage involving a **vehicle**, **we** will decide whether to repair or make a cash settlement.

Where a **vehicle** listed in **your schedule** is insured for an **agreed value**, if the **vehicle** is declared by **us** to be a total loss **we** will pay **you** the **agreed value** unless **you** choose **new vehicle replacement**.

Where a **vehicle** listed in **your schedule** is not insured for an **agreed value**, if the **vehicle** is declared by **us** to be a total loss **we** will pay **you** the **market value**.

A **vehicle** will be declared to be a total loss when it is totally destroyed or stolen and not recovered. A **vehicle** is considered totally destroyed when the salvage value plus the repair costs is equal to or greater than the **agreed value** of the **vehicle** or the **market value** if the **vehicle** involved is not insured for an **agreed value**. A **vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the **vehicle** and is active at the time of the theft, the **vehicle** will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When **we** pay for a total loss the salvage becomes **our** property. At **our** option, **we** may give **you** the opportunity to purchase the salvage from **us**. If **you** do purchase the salvage from **us**, the cost of salvage and transportation of the salvage to **you** will be deducted from **your** claim settlement.

Section 8: Additional cover and benefits

If section 7, physical damage cover, applies to **your policy**, the following additional covers and benefits are automatically included in **your** instance.

Unless specifically stated to the contrary, they are in addition to the **agreed value** and the **excess** assigned to the **vehicle** will apply.

Agreed value

Your vehicle will be insured for an **agreed value**.

You agree that **we** will change this amount when the **policy** is renewed to reflect current costs and values. If **your vehicle** is totally destroyed or is stolen and not recovered **we** will pay **you** the **agreed value**. If **your vehicle** is less than 12 months old at the time it is destroyed or stolen **you** may opt for a **new vehicle replacement**.

Audio and electrical equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
 - radios, tape players, CD players and DVD players;
 - televisions;
 - global positioning systems.or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

Your excess does not apply to this additional cover.

Driving other cars

You or a **named insured person** will be covered under section 9 of this **policy** whilst driving another vehicle unless stated otherwise or an exclusion applies.

This additional cover only applies if the vehicle concerned:

- is not owned by **you** or the **named insured person**; and
- is not available for regular use by **you** or the **named insured person**.

This additional cover is secondary to any other insurance that may apply at the time of a covered loss.

Emergency treatment	We will reimburse you or a named insured person using a vehicle for payment made under the United Kingdom Road Traffic Act for emergency treatment incurred as a result of an accident during the period of insurance .
Glass cover	In the event of physical damage to window glass and/or sunroof glass to a vehicle we will pay for the replacement or repair of the glass. A £100 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.
Inability to drive due to ill health	If you or a named insured person has their driving licence revoked by the DVLA during the period of insurance as a result of being incapacitated due to ill health, we will contribute towards your or the named insured person's alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.
Inability to drive following injury	If you or a named insured person are unable to drive as a result of injury following an accident during the period of insurance which results in an insured claim under this policy , we will contribute towards alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.
No claims discount protection	If you have paid the additional premium for no claims discount protection and the cover is shown in your schedule , we will only increase your premium following a claim under your policy if you have more than one blame loss which in our opinion you are responsible for in a three-year period.
Personal accident cover	We will pay you or a named insured person or the applicable estate for you or a named insured person £30,000 for bodily injury in the event that an accident during the period of insurance involving a vehicle is the sole cause of: <ul style="list-style-type: none"> • death; or • total loss of a limb; or • loss of sight in one or both eyes. We do not provide this additional cover if the accident is caused directly or indirectly whilst you or a named insured person has a blood alcohol level exceeding the prescribed limit as decreed by the United Kingdom Road Traffic Act (or similar legislation of any other applicable country within the territorial limits) or is under the influence of any illegal substance.
Personal effects	We will pay for personal effects in a vehicle that are lost or damaged due to an accident or to fire, theft or attempted theft during the period of insurance up to a total amount of £1,000. We do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a Hiscox 606, 506 or 505 Home and Contents insurance policy. Your excess does not apply to this additional cover.
Personal registration plate cover	If your vehicle has a personalised registration number purchased from the DVLA and the vehicle is stolen during the period of insurance and not recovered, we will pay up to £5,000 to compensate you for the loss of the plate. If we pay under this additional cover the rights to the plate will become ours .

Section 9: Third-party liability cover

You should read **your schedule** to see if this third-party liability cover applies to **your policy**. This section provides **you** and an **insured person** with third-party liability cover as detailed below, whilst driving a **vehicle** anywhere within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover the legal liability of **you** and an **insured person** to compensate others if, as a result of an accident during the **period of insurance** arising from the maintenance, operation or use of a **vehicle**:

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third-party property is physically damaged (including the loss of use of such damaged property).

How much will we pay The most **we** will pay for any one accident resulting in damage to third-party property is £20,000,000. There is no limit on the amount **we** will pay for any one accident resulting in:

- injury or death of a third-party; or
- injury or death of a passenger travelling in a **vehicle**.

All claims caused by one accident are agreed to be one claim however many **insured persons** may be legally liable for the accident.

We will pay reasonable and necessary costs and expenses of legal representation should an **insured person** need to defend against any legal action seeking damages for injury, death or property damage.

Section 10: Motor legal expenses cover Motor legal expenses cover is underwritten by UK Underwriting on behalf of Inter Partner Assistance and administered by **LawShield**.

This section provides a **named insured person** with motor legal expenses cover as detailed below, whilst driving a **vehicle** anywhere within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section.

Definitions

Insured incident Any accident occurring within the **territorial limits** and where there are reasonable prospects of recovering sustained losses from an identifiable party.

Legal costs and expenses Fees, costs and disbursements reasonably incurred by **LawShield**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for the **named insured person** with **LawShield's** consent chargeable on the standard basis, or in accordance with the Predictable Costs scheme if appropriate. The costs of any civil proceedings incurred by an opponent for which the **named insured person** may be liable by order of a court or by agreement with the consent of **LawShield**. The Predictable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases, where solicitors costs are payable by **LawShield**, these will be on the standard basis as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

Claims adjuster Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **LawShield** to act for the **named insured person**.

Solicitor The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the **named insured person**.

Underwriters UK Underwriting on behalf of Inter Partner Assistance SA.

What is covered **LawShield** will cover the **legal costs and expenses** of pursuing civil claims arising from an **insured incident** relating to the use of a **vehicle** or any other vehicle attached and being towed by the **vehicle**.

How much underwriters will pay The maximum amount **underwriters** will pay in respect of all claims arising from the same **insured incident** is £100,000.

Motor Legal Expenses Cover with **LawShield** has been arranged by **Hiscox** for **you**. **LawShield** service this part of **your policy** on behalf of the **underwriters**. **Hiscox** cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.

Special exclusions applying to this section In addition to the **policy** general exclusions the following additional exclusions apply to this part of **your policy**.

LawShield shall not be liable for:

- **legal costs and expenses** incurred prior to **LawShield's** acceptance of a claim;
- claims arising from any deliberate, criminal act or omission by the **named insured person**;

- **legal costs and expenses**, fines or other penalties which the **named insured person** is ordered to pay by a Court of Criminal Justice.

Prospects of success

If at any stage **LawShield** decide that **your** prospects of success are not:

- incidents involving an **insured vehicle** owned or driven by the **named insured person**, where the **named insured person** was not in possession of a valid **United Kingdom** driving licence or the **vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition;
- motor vehicles used by or on behalf of the **named insured person** for racing, rallies, competitions or trials of any kind;
- claims arising from the **vehicle** not being used in accordance with the terms and conditions of **your policy**.

LawShield shall be under no liability to pay for avoidable correspondence, nor for absence from work compensation or for travelling expenses or sustenance allowances of the **named insured person** (except to the extent that the **named insured person** may be specifically covered under the other sections of the **policy**). Nor for the **legal costs and expenses** incurred by the **named insured person** beyond those for which **LawShield** have given their approval in accordance with the terms and conditions of this **policy**.

LawShield shall be under no liability where the **named insured person** holds cover under any other policy to the extent that **LawShield** are or would but for this **policy** be, by the terms of such other policy, liable to indemnify the **named insured person** in respect of the subject matter of insurance.

LawShield shall not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in the **territorial limits**, except that **LawShield** will be responsible for reasonable costs incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the **territorial limits** against a defendant resident elsewhere.

LawShield shall not be liable for **legal costs and expenses** in respect of accidents occurring during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 90 days, unless **we** have agreed to extend coverage under the **policy** to apply to such trip.

Special conditions applying to this section

Compliance by the **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.

Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the **solicitor**.

The insurance under this section does not cover an appeal unless **LawShield** are notified in writing by the **named insured person** not later than six working days before the time for making an appeal expires and **LawShield** consider that there are reasonable prospects of such an appeal succeeding.

Where indemnity is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

The insurance under this section may be cancelled at any time at the request of **LawShield** or **Hiscox** in writing by sending seven days notice by recorded delivery to **you**.

Claims notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to **LawShield** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that **LawShield** are advised of the claim within 180 days of the occurrence of the incident, sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then **LawShield** will inform **you** in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions **LawShield** will not be bound to pay any **legal costs and expenses** and may discontinue indemnity.

Representation

1. **LawShield** have the right through a claims adjuster or solicitor to take over and conduct in the name of the **named insured person** the pursuit or settlement of any claims.

2. **LawShield** will have complete control over the conduct of legal proceedings. **LawShield** will nominate and appoint **solicitors** to act on behalf of the **named insured person** and to conduct in the name of the **named insured person** the prosecution, defence or settlement of any claim accepted under the terms of the **policy**.

The **named insured person** does not have to accept the **solicitor** nominated by **LawShield**. If the **named insured person** is unable to agree a suitable **solicitor** with **LawShield** the **named insured person's** choice of solicitor may be referred to arbitration in accordance with the terms and conditions of the **policy**. In any event the **named insured person** must notify **LawShield** in writing of the full name and address of a **solicitor** who they wish to act for them.

In the event of a dispute as to choice of **solicitor** pending arbitration, **LawShield** will nominate a **solicitor** to act on the **named insured person's** behalf to safeguard his or her interests.

In the event that **LawShield** are the insurers of two or more parties in respect of one claim the **named insured person** may nominate **solicitors** of their own choice whose name and address should be submitted to **LawShield** prior to any **legal costs and expenses** being incurred.

3. In selecting their **solicitor** the **named insured person** shall have regard to the common law duty to minimise the cost of any legal proceedings.
4. Prior to **LawShield's** acceptance of the **named insured person's** nomination of a **solicitor**, or if the **named insured person** fails to nominate a **solicitor**, **LawShield** shall be entitled, but not bound, to instruct a **solicitor** on behalf of the **named insured person** if they consider this necessary to safeguard the **named insured person's** immediate interests.
5. In the event that the amount in issue does not exceed the arbitration limit, advice and assistance will be provided but representation at a court or tribunal is at the absolute discretion of **LawShield**. **Hiscox** may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

Claims procedure

1. **LawShield** will, with the prior consent of the **named insured person**, make their own investigation into the case and may, subject to the final approval of the **named insured person** (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
2. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury, **LawShield** may investigate the circumstances of the claim and attempt to obtain settlement with the prior consent of the **named insured person** (such prior consent not to be unreasonably withheld). **LawShield** shall not be liable to provide representation on behalf of the **named insured person** at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **LawShield** reserve the right to provide representation in the Small Claims Court if **LawShield** considers that it is appropriate in all the circumstances of the case for there to be such representation.
3. **LawShield** shall have direct access to the **solicitor** at all times and the **named insured person** shall co-operate fully with **LawShield** in all respects and shall keep **LawShield** fully and continually informed of all material developments in the legal representation of proceedings. At **LawShield's** request the **named insured person** shall instruct the **solicitor** to produce to **LawShield** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **LawShield** may require.
4. **LawShield** have the right through a claims adjuster or solicitor to take over and conduct in the name of the named insured person the pursuit or settlement of any claims:
 - a. the instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience;
 - b. the instruction of Queen's Counsel;
 - c. the incurring of unusual expert's fees or unusual disbursements;
 - d. the making of an appeal.
5. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert or agent.
6. The **named insured person** must co-operate fully with the appointed **claims adjuster** or **solicitors**.
7. The **solicitor** or **named insured person** shall inform **LawShield** immediately in writing of any offer or payment into court made with a view to settling the claim.

8. No agreement to settle on the basis of both sides paying their own costs is to be made without **LawShield's** approval.
9. If any offer or payment into court is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, **LawShield** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs unless upon being notified of the offer of payment into court **LawShield** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **LawShield** shall have the right to require the **named insured person**, at **LawShield's** request, to instruct his or her solicitor to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer or payment into court made by an opponent or proposed by the **named insured person** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such agreement.
10. At **LawShield's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
11. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, **LawShield's** liability will cease forthwith unless they agree to the appointment of an alternative solicitor to continue with the claim pursuant to the procedure contained in the terms and conditions of the **policy**, but **LawShield** shall have no liability to meet the additional legal costs and expenses arising solely as a result of the appointment of a new **solicitor**.
12. If the **named insured person** unreasonably withdraws from a claim without the prior agreement of **LawShield**, then the **legal costs and expenses** will become the responsibility of the **named insured person** and **LawShield** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** **LawShield** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

Recovery

The **named insured person** claiming under this section shall take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under the **policy** and such **legal costs and expenses** must be paid to **LawShield**.

Arbitration

If any differences shall arise between **LawShield** and the **named insured person** as to the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at their written request such difference shall be decided by Counsel or a **solicitor** chosen jointly by **LawShield** and the **named insured person** and, in the absence of agreement, to be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the **solicitor** as he or she shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

Section 11: Breakdown cover

This breakdown cover is underwritten by **DAS** and submitted claims will be administered by **DAS**.

This section of **your policy** provides an **insured person** with roadside assistance, roadside repairs, recovery service, get **you** to **your** destination service, message relay and home start as detailed below, within the **territorial limits**.

The general terms, general conditions and general exclusions all apply to this section of the **policy**.

What is covered

You are covered for the assistance services in this section of the **policy** for a maximum of six breakdowns during the **period of insurance** if **you** have paid **your** premium. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the breakdown happens during the **period of insurance** and within the **territorial limits**. After **we** have dealt with the sixth breakdown, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Special definitions applying to this section

Insured person(s)	You , and any driver who is named on the certificate and in the vehicle with your permission at the time of the breakdown.
Territorial limit	United Kingdom of Great Britain and Northern Ireland, the Isle of Man and Channel Islands.
We/us/our	In respect of this section of your policy, DAS .
Breakdown	a. Mechanical or electrical failure; or. b. accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which makes your vehicle immobile.

Services provided

	In respect of this section of your policy, DAS.
1. Emergency roadside repairs and home breakdown	We will pay the call-out charge and up to one hour's labour costs for one of our approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs.
2. Vehicle recovery	If the vehicle cannot be repaired within one hour at the scene of the breakdown, we will pay for the cost of transporting the vehicle and insured person(s) to a single destination, being either: a. a suitable repairer; or b. If the insured person wishes, their home address, provided it is nearer.
3. Getting you to your destination	If the vehicle cannot be repaired on the same day as the breakdown, we will either: a. pay the cost of transporting the vehicle or insured person(s) or both to a destination(s) within the territorial limits provided that the insured person(s) are transported to the same destination; or b. arrange and pay the cost of hiring a category A vehicle to allow the insured person(s) to continue their journey to a destination within the territorial limits ; or c. arrange transport for insured person(s) to travel to a hotel. You will have to pay for the cost of this, and the hotel costs; but we will reimburse you up to £50 per person per night for accommodation. This cover is only available when the vehicle is being used for social, domestic and commuting purposes. You must pay the hotel bill, but we will pay you back on receipt of the relevant bill(s) subject to the £300 limit for any one breakdown . Conditions: i. We will only pay a maximum of £300 for any one breakdown. ii. You must send us all the relevant invoice(s) before we will reimburse you . At all times we decide on the best way of providing help.
4. Emergency message service	When you claim for any of the services detailed in 1, 2 and 3 above we will forward a message to a member of your family, friend or work colleague if you would like this.

When we cannot help

Our approved agents cannot work on the **vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special exclusions

The breakdown of the vehicle	<ul style="list-style-type: none">• within the first 48-hours from the date of your application if cover is taken out separately from any other agreement;• if it has knowingly been driven in an unsafe un-roadworthy condition;• which has resulted from lack of oil, fuel or water;
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The cost of

- which occurs while the **vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward other than for a specific event in connection with **your business**.
- any vehicle storage charges incurred when **you** are using **our** services;
- spare or replacement parts, fluids or fuel or any other materials used in repairing the **vehicle**;
- any other repairs except those at the scene of the breakdown;
- replacing a wheel if the **vehicle** does not have a serviceable spare wheel;
- replacing broken windows or keys or finding missing keys ferry crossings, parking charges, fines or toll charges.

Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.

Any costs incurred before **you** have notified **us** of the breakdown.

Any vehicle which cannot be recovered by a standard trailer or transporter.

The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

Special conditions applying to this section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.

We can cancel this section of the **policy** at any time and **we** will always do so after we have dealt with **your** sixth claim in the **period of insurance**.

You can cancel this section of the **policy** at any time.

If this section of the **policy** is cancelled because **we** have covered **you** for six breakdowns in the **period of insurance**, **we** will not refund any premium **you** have paid.

An **insured person** must be present with the **vehicle** when the approved agent arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

We will not pay for any loss that is not directly covered by the terms and conditions of this section. For example **we** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the **policy** did not exist.

Section 12: Special definitions applying to the public liability and employers' liability sections

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily injury

Death, or any bodily or mental injury or disease.

Business

Your business or profession as shown in the **schedule**.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person normally resident in the United Kingdom , the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Geographical limits	The geographical area shown in the schedule .
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Section 13: Public liability The general terms, general conditions and general exclusions, special definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If, as a result of your business , any party brings a claim against you for bodily injury to any person or property damage occurring during the period of insurance , we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.
Claims against principals	If, as a result of your business , any party brings a claim, which falls within the scope of What is covered , Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you , provided that the party to be indemnified: <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	If more than one insured is named in the schedule , we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule .
Claims against principals	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .

What is not covered

	A. We will not make any payment for any claim or loss directly or indirectly due to:
Property for which you are responsible	<ol style="list-style-type: none">loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to:<ol style="list-style-type: none">visitors' vehicles or effects while on your premises;premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement.the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers, whether listed in the schedule or not. This does not apply to:<ol style="list-style-type: none">any tool of trade;the loading or unloading of any vehicle off the highway.
Injury to employees	<ol style="list-style-type: none">bodily injury to any employee.
Personal injury and denial of access	<ol style="list-style-type: none">personal injury or denial of access.
Pollution	<ol style="list-style-type: none"><ol style="list-style-type: none">any pollution of buildings or other structures or of water or land or the atmosphere; orany bodily injury or property damage directly or indirectly caused by pollution; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
Computer virus	<ol style="list-style-type: none">transmission of a computer virus.
Professional advice	<ol style="list-style-type: none">designs, plans, specifications, formulae, directions or advice prepared or given by you.
Your products	<ol style="list-style-type: none">products.
Inefficacy	<ol style="list-style-type: none">inefficacy.
Deliberate or reckless acts	<ol style="list-style-type: none">any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism and nuclear	12. an act of terrorism or nuclear risks .
Asbestos	13. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the **schedule** for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule . You must pay the relevant excess shown in the schedule .
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule . This applies to all actions brought against you during the period of insurance .
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Claims conditions

We will not make any payment under this section:

If a problem arises	<ol style="list-style-type: none"> 1. unless you notify us promptly of any claim or threatened claim against you or anything which is likely to give rise to a claim under this section For claims arising out of bodily injury, you must notify us immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: by email to: liability.claims@hiscox.com; or by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. 2. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. 3. if, when dealing with your client or a third-party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement. 4. unless you give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this section.
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5. unless **you** make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim.
6. unless **you** give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this section, in **your** name but at **our** expense.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as our solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Section 14: Employers' liability

The General terms, general conditions and general exclusions, special definitions and the following terms and conditions all apply to this section.

What is covered

- Claims against you If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.
- The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.
- Criminal proceedings If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.
- Claims against principals If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:
- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
 - b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
 - c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
 - d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.
- Unsatisfied court judgments If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the **United Kingdom**, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:
- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
 - b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
 - c. there is no appeal outstanding; and
 - d. the **employee** assigns his or her judgment to **us**.

Additional cover

- Court attendance compensation If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered	We will not make any payment for:
	1. Any claim or loss directly or indirectly due to:
Deliberate or reckless acts	a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	b. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
Road traffic legislation	c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Claims outside the applicable courts	2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the **schedule**, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism	The most we will pay for claims and their defence costs arising from an act of terrorism is the amount shown in the schedule . If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from an act of terrorism .
Criminal proceedings costs	We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you the following compensation for each day, or part day: <ul style="list-style-type: none"> 1. You or your partner or director £250 2. Any other employee £100 The most we will pay for the total of all court attendance compensation is £10,000.

Your obligations

We will not make any payment under this section:

If a problem arises	1. unless you notify us promptly of any claim or threatened claim against you . For claims arising out of bodily injury , you must notify us immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: By email to: liability.claims@hiscox.com By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
	2. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
	3. if, when dealing with your employee or a third-party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement.
Control of defence	We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.
Compulsory insurance clause	This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom , the Isle of Man, the Channel Islands or the Continental Shelf around these countries. You must repay all payments we make which we would not have been liable to pay in the absence of such law.



For training and quality control purposes, telephone calls may be monitored or recorded.

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