

REPLACEMENT CAR & VAN VEHICLE HIRE

Theft/Fire and Total Loss Claims

REPLACEMENT CAR & VAN VEHICLE HIRE

Your Demands & Needs

This policy meets the demands and needs of customers whose vehicle is written off in a road traffic accident or by theft, or had their vehicle stolen and it is not found, and also if undriveable due to theft, fire or vandalism and who will be using the replacement vehicle facility provided by the hire firm.

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as Motorplus) and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office Ageas House, Tollgate, Eastleigh, Hampshire. SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, 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 or by contacting them on 0845 606 1234.

We want you to get the most from the services we provide.

Please read this document carefully, so that you understand how and when we can help you. If you have any queries, please contact Express Insurance on 0800 048 1916.

Requirements:

The Express Insurance Replacement Vehicle Policy covers the cost of vehicle hire charges following a road traffic accident or theft which causes the insured vehicle to be a total loss, or where that a vehicle is stolen and is not found, or is undriveable following a theft, attempted theft, fire or vandalism claim.

Using the Service:

To seek our assistance:

1. Call us on 0800 048 1916; or
2. Email the details to expressclaims@ulr.co.uk.

Lines are open 24/7 365 days a year. Please note that in order to maintain standards and facilitate training, we may record calls. When we have the details, and have checked and approved your request, we will arrange the provision of a hire vehicle for you.

NOTE:

Please do not arrange to hire a vehicle before contacting us. If you arrange hire first, we will not be able to refund the cost.

The meaning of words in this document:

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Micro-Enterprise

An enterprise which employs fewer than 10 persons, and has a turnover or annual balance sheet that does not exceed €2 million.

We, us, our

MotorPlus Limited, Kircam House, Whiffler Road, Norwich NR3 2AG.

You, your

The person who has paid for membership of this scheme, or on whose behalf such payment has been made providing that such person is a full driving licence holder aged 18 to 79 years who is authorised to drive your vehicle as shown on the current certificate of motor insurance issued by Express Insurance.

Your vehicle

Your vehicle insured with Express Insurance is covered under the current motor insurance certificate and for which a premium has been paid for Replacement Car & Van Vehicle Hire. The vehicle must not weigh more than 3.5 tonnes or be over 5.5 metres (18 feet) in length or 2.3 metres (7 feet 6 inches) wide.

Hire Charges

Hire charges for a single period of a Group DBM01/DBM02, DBM03, DBM04, DBM05 or DBM06 (ABI Groups S1/S2, S3, S4, S5, or S6), depending on the level of cover you selected (as shown on your Policy Schedule sent with this policy) as decided by us and up to a maximum of 2.0 litres. The maximum permissible weight is up to 3.5 tonnes or as decided by us.

Geographical Area

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands (for residents only)

Duration of the Scheme

The period for which we agree to provide the services under this scheme.

Written Off

Your vehicle being assessed as being damaged beyond the point where it would be economical to fund its repair. Such assessment must be made by your motor insurers if the damage is covered under your current motor insurance policy. Or by the insurers of any third party against whom you are claiming for your losses. Or if a fault accident, by a garage which is a member of the Vehicle Builders & Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body.

The Services

We will provide the services detailed in this document, in accordance with its provisions and limitations, provided:

1. **You** have paid the appropriate fee; and
2. The incident causing the loss of **your vehicle** occurs within the **duration of the scheme**; and
3. The incident causing the loss of **your vehicle** occurs within the **geographical area**.

Incidents in respect of which we can assist

We will fund **hire charges**:

- i) For a period of 14 days; or
- ii) Until the date on which **you** receive a cheque in settlement of the value of **your vehicle**, or
- iii) Until the date on which **your vehicle** is returned to you having been repaired:
which is the earliest following:
 - a) A road traffic accident or theft that causes **your vehicle** to be written off, or
 - b) Theft of **your vehicle** where it remains unrecovered. or
 - c) The theft or attempted theft of, or damage by fire or vandalism to **your vehicle**, as a result of which **your** motor insurers determine that **your vehicle** is undriveable.
4. When collecting the hire vehicle **you** will need to produce **your** full driving licence and personal

identification (eg a phone bill)

5. You must have a valid motor insurance policy with Express Insurance to claim on this cover.
6. A hire vehicle will only be provided once **we** get confirmation from Express Insurance or the insurers of the third party against whom **you** are claiming or (at **your** own expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, that your vehicle is a total loss or from Express Insurance that **your vehicle** is undriveable. The hire vehicle will not be provided before this confirmation is received.
7. If **your** vehicle has theft or vandalism damage, or has been stolen, **you** must give a police crime reference number before a hire vehicle can be provided.
8. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

The following are not covered under this Insurance.

All fuel, fares, fines and fees relating to the hire vehicle while you hire it

- Any claim where **your vehicle** was being used for hire or reward
- Any claim where the motor insurer does not provide cover under the terms of the motor policy
- Any further hire charges due after the first (14 days hire)
- Any claim for theft or vandalism which has not been reported to the Police
- Claims caused by or arising out of weather conditions or other naturally occurring events
- Any claim reported to Express Insurance more than 14 days after the insured incident
- Any claim for a hire vehicle more than 14 days after your vehicle has been determined a total loss or undriveable
- Sea transit charges for the delivery and collection of the hire vehicle
- Any claim due to a deliberate or criminal act which is found to our satisfaction to be of a fraudulent or false nature. **You** will be held responsible for any costs paid or due where this happens.
- Any excess payment in the event of a claim involving the hire vehicle
- Any insured incident which happened before this Policy started
- Any claim that arises from your unlawful use of drink or drugs

Matters we cannot assist with

1. Requests for assistance received by us 14 or more days after **you** ought to have known about the theft or fire.
2. Costs or hire charges incurred before we have agreed to assist you.
3. Requests for assistance following any incident where you have allegedly, unlawfully consumed alcohol or other drugs.
4. Requests for assistance following any incident occurring within the first 48 hours of the duration of the scheme.

Conditions

1. General Conditions:
2. **You** must abide by the terms and conditions set out in this document;
3. **You** must wherever possible prevent the occurrence of any theft of or fire damaging **your vehicle**;
4. Where an incident occurs, you must take all reasonable steps to minimise the amount payable, must give us any information we need in writing, and must keep us informed of developments at all times;
5. You must inform us immediately if you receive a cheque in settlement of the value of **your vehicle** whilst you are in possession of a hire vehicle provided by this service.
6. Alternative provision:
We will not be able to assist **you** if you have an insurance policy or are a member of another scheme which will provide a hire vehicle for **you** (or would have done so but for your membership of this scheme).
7. Conditions regarding hire:

- a **We** may attempt to recover hire charges from any third party in **your** name; you must assist in such attempts and pay any hire charges so recovered to us;
 - b **We** will specify the hire company to be used;
 - c **We** will select the vehicle hired which will be an equivalent vehicle to your vehicle, subject to a maximum engine cubic capacity of 1600cc;
 - d **You** must at all times abide by the hire company's terms and conditions;
 - e **You** must fall within any age and licensing criteria of the hire company;
 - f **You** must either be responsible for the excess on any insurance claim if the hire vehicle is damaged during the hire period, or pay a premium for Collision Damage Waiver. Full details will be provided before hire commences.
8. Governing Law:
This agreement is governed by the laws of England and Wales.

PROVIDED ALWAYS:

- 1. **You** report the incident to **your** motor insurers; and
- 2. **You** report any criminal act to the Police;

Cancellation Right

You may cancel your policy within 14 days of receiving the Policy document and get a full refund, subject to a no claim being made.

The insured may cancel the insurance at any time by sending us written notice and returning the insurance documents.

This insurance runs concurrently with your Motor Insurance Policy. In the event of cancellation/non-renewal of the your Motor Insurance Policy all cover under this insurance shall cease.

After the 14 day period, you can still cancel the policy but no refunds will be given. If you do not exercise your rights to cancel the Policy, it will continue in force for the term of the Policy and you will need to pay the premium. We and Express Insurance can cancel this Policy at any time as long as we/Express Insurance tell you at least 7 days before.

Please call 0800 048 1916 if you wish to cancel this Policy.

Your Right to Complain

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motorplus limited at Kircam House Whiffler Road, Norwich, NR3 2AL, telephone 01603 420000

In the event you remain dissatisfied and wish to make a complaint you can do so by contacting UK Underwriting Limited

2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB

If it is not possible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service.

This also applies if you are insured in a business capacity as a Micro-Enterprise, or a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0845 080 1800

Fax: 0207 964 1001

www.financial-ombudsman.org.uk

Please note you have six months from the date of our final response in which to refer your complaint to the FOS.

Referral to the FOS will not affect your right to take legal action against us.

If you are not satisfied with the service provided by Express Insurance Service you should contact them directly to discuss it.

Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the FSCS.

The contact information is:

The FSCS
7th Floor
Lloyds Chambers
Portsooken Street
London
E1 8BN

Tel 0207 892 7300

E-mail enquires@FSCS.org.uk

Data Protection Act 1998

Motorplus Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a Claim, you will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1988. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

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