

## Guaranteed Hire Replacement Vehicle Policy

### Master Certificate Number: GHV/UKG/HER/OI/0107/16

This Guaranteed Hire Replacement Vehicle insurance policy has been arranged by Adrian Flux Insurance Services, and administered by On Insurance, a trading name of On Hire Limited with UK General Insurance Limited, on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Herts Insurance Consultants, On Hire Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

In return for the payment by **You** of the premium, payable for this policy of insurance **We** will provide a **Hire Vehicle** on the terms set out below.

#### 1. Definitions

<b>Commencement Date</b>	The date shown on the policy <b>Schedule</b> confirming when cover commences
<b>Condition</b>	An obligation which <b>You</b> must perform. If a <b>Condition</b> is not performed by <b>You</b> , <b>We</b> will not be under any liability to pay <b>You</b> anything under the terms of this policy
<b>Hire Vehicle(s)</b>	The class of vehicle shown on <b>Your</b> policy <b>Schedule</b>
<b>Hire Company (s)</b>	The company that <b>We</b> instruct to give <b>You</b> the <b>Hire Vehicle</b>
<b>Hire Period</b>	The maximum period, as shown in your policy schedule, that <b>We</b> will pay for the <b>Hire Vehicle</b>
<b>Limit of Cover</b>	The <b>Hire Vehicle</b> for the <b>Hire Period</b> , that may be utilised over a maximum of 2 claims covered by this policy in the <b>Period of Cover</b>
<b>Insured Vehicle</b>	The motor vehicle identified as the <b>Insured Vehicle</b> in the policy <b>Schedule</b> or any other vehicle which <b>We</b> may, after receiving a written request from <b>You</b> , accept in substitution for that vehicle
<b>Period of Cover</b>	The period stated in the <b>Schedule</b> to this policy
<b>Schedule</b>	The document that identifies the policyholder and sets out details of the cover <b>Your</b> policy provides
<b>Territorial Limits</b>	England, Wales, Scotland, Northern Ireland, The Isle of Man and the Channel Islands
<b>Third Party</b>	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy
<b>We, Our, Us</b>	UK General Insurance Limited on behalf of Great Lakes Reinsurance UK
<b>Un-Driveable</b>	The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic collision, fire, malicious damage or theft/attempted theft of the vehicle
<b>You, Your</b>	The person named as the insured in the <b>Schedule</b> to this policy
<b>Your Claim</b>	A claim by <b>You</b> against <b>Your</b> existing motor policy

#### 2. Cover

If the **Insured Vehicle** is damaged and rendered **Un-Driveable** by a single road traffic collision, fire, malicious damage, theft or attempted theft, (excluding if due to glass damage,) and the incident occurs within the **Territorial Limits**, **We** will arrange for a **Hire Vehicle**, for **Your** use during the reasonable repair period only or until 3 days following payment has been issued to **You** in settlement of **Your** vehicle claim in any event not exceeding the **Limit of Cover**.

Use of the Hire **Vehicle** is covered for use within the **Territorial Limits** only.

The **Hire Vehicles** supplied are fully serviced, less than 3 years old and will be of the group or higher of that specified in Your **policy Schedule**.

If, due to circumstances beyond **Our** control, **We** cannot arrange a **Hire Vehicle** for **You** or **You** are **unable to drive as a result of Your accident**, **We** will make an alternative cash payment of **£150**.

If the **Insured Vehicle** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available or **You** are unable to drive as a result of a road traffic accident, **We** will pay you £1000 as a cash alternative. This payment will only apply to vehicles that have been professionally adapted or converted to carry disabled drivers or passengers and only if we are unable to supply a replacement hire vehicle or **You** are unable to drive as a result of a road traffic accident. For all other vehicles a payment of £150 will apply if **We** are to supply a replacement hire vehicle or **You** are unable to drive as a result of a road traffic accident.

### 3. Exclusions

The following are not covered under this insurance:

- a) Any additional charges or terms applied by the Hire Vehicle Company for drivers under 21 years age in England, Wales, Scotland, Northern Ireland, The Isle of Man and The Channel Islands
- b) Any **Insured Vehicle** used in any way for hire or reward including courier work. A vehicle used for Driving Instruction/Tuition is accepted where the appropriate premium has been paid
- c) Any vehicle used for Driver Instruction/Tuition where the tutor is not a fully qualified Instructor and/or not on "The Register of Approved Driving Instructors" or "Department of the Environment Approved Driving Instructor" in Northern Ireland
- d) Any vehicle used for Driver Instruction/Tuition without dual controls
- e) Any charges imposed by the **Hire Vehicle Company** for additional drivers if it is agreed with the **Hire Vehicle Company** that they can be included
- f) Use of the **Hire Vehicle** outside the **Territorial Limits**
- g) Any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**
- h) All fuel, fares and fines relating to the **Hire Vehicle** whilst it is in **Your** possession, including any administration fee which may be imposed by the **Hire Vehicle Company**
- i) Any claim which has not been reported to **Us** within 14 days of the incident, accident or theft giving rise to the claim occurring
- j) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance or other means
- k) Any further **Hire Vehicle** charges incurred after the **Hire Period**
- l) Any **Hire Vehicle charges** for more than 3 days after payment has been issued to **You** in settlement of a claim under **Your** motor insurance policy
- m) The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Commencement Date** or after the **Period of Cover** has ended
- n) Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle
- o) Any claim relating to mechanical or electrical breakdown/failure or misfuelling
- p) Fires caused by modifications not approved by the **Insured Vehicle manufacturer**, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer
- q) Claims relating to a vehicle being **Un-Driveable** due to damage relating to more than one single incident
- r) War - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- s) Terrorism - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- t) Radiation - Any direct or indirect consequence of:
- u) Irradiation, or contamination by nuclear material; or
- v) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- w) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- x) Electronic Data - Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
  - a. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
  - b. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### 4. Claims Procedure

UK General Insurance Limited is an insurer's agent and in the event of a claim act on behalf of Great Lakes Reinsurance (UK) SE.

If the **Insured Vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **You** must report it to **Us** immediately, and in no event later than 14 days after the event, on telephone number **0344 5761560** quoting: **Master Certificate Number GHV /UKG/HER/OI/0107/16.**

The **Hire Company** will then contact **You** directly with a view to getting **You** mobile again as soon as reasonably possible.

**You** will receive a copy of the **Hire Company's** terms and conditions. It is a **Condition** of this policy that **You** comply fully with the terms and conditions of the **Hire Company.**

If **You** wish to take advantage of any options the **Hire Company** may offer, such as Excess Protection or Collision Damage Waiver, the cost of these upgrades and any administration fee will be **Your** responsibility.

#### 5. Conditions

**You** must comply with the following obligations, each of which is a **Condition** of this **Policy**:

- a) Ensure that the Insured **Vehicle is** serviced in accordance with manufacturer's instructions and covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority
- b) The incident that gives rise to a claim on this policy must have been reported to **Your** motor insurers and **You** must be actively pursuing repairs or settlement of **Your Claim**
- c) Ensure that **We** receive a claim form for any claim under this policy within 14 days after the event giving rise to the claim
- d) Provide any information reasonably requested by **Us** within a reasonable time.
- e) Ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- f) **You** should comply fully with the terms and conditions of the **Hire Company**
- g) It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**
- h) Any damage caused to the **Hire Vehicle** and any associated costs will be **Your** responsibility
- i) It is **Your** responsibility to ensure that adequate motor insurance is in place for **Your** use of the **Hire Vehicle**
- j) **You** may have to provide Comprehensive insurance for the **Hire Vehicle**
- k) **You** must take all reasonable steps to mitigate the costs of the claim
- l) **You** must take all action possible to recover any costs, charges or fees **We** may have paid or be liable to pay and pay such amounts recovered back to **Us**
- m) **You** must pay **Us** any sums by way of costs, charges or fees directly recovered **from** the **Third Party** to the extent of the sums indemnified under this policy
- n) Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire costs of the **Hire Vehicle** from the **Third Party**
- o) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

## 6. Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy this insurance does not meet with Your requirements, please return it to On Hire Ltd, within 14 days of issue and We will refund Your premium. Thereafter, You may cancel Your policy at anytime however no refund of premium will be available.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days' notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

This policy is not transferable.

## 7. Complaints Procedure

It is the intention to give You the best possible service but if You do have any questions, concerns or complaint about the handling of this insurance or the handling of a claim You should contact Herts Insurance Consultants limited . The contact details are:

Herts Insurance Consultants East Free post NW 5264  
2 The Causeway, Bishops Stortford, Hertfordshire  
CM23 2Z

Tel: 0344 3816530

Email: [us@hertsinsurance.com](mailto:us@hertsinsurance.com)

Please ensure YOU quote your policy number reference in any communication with us.

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 and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower , London, E14 9SR. Tel 0800 0234567 or 0300 1239123 . The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

## 8. Data Protection

### **UK GENERAL INSURANCE LTD PRIVACY NOTICE**

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### **9. Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim

### **10. Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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 compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)