

Guaranteed Hire Replacement Vehicle Policy

Master Certificate Number: GHV/TRI/AF/OI/0104/18

This Guaranteed Hire Replacement Vehicle insurance policy has been arranged by Adrian Flux Insurance Services, and administered by Strategic Insurance Services Limited with Trinity Lane Insurance Company Limited.

Adrian Flux Insurance Services, Strategic Insurance Services Limited and Trinity Lane Insurance Company Limited are authorised and regulated by the Financial Conduct Authority.

Trinity Lane Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business in the UK.

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

Commencement Date	The date shown on the policy Schedule confirming when cover commences
Condition	An obligation which You must perform. If a Condition is not performed by You , We will not be under any liability to pay You anything under the terms of this policy
Hire Vehicle(s)	The class of vehicle shown on Your policy Schedule
Hire Company(s)	The company that We instruct to give You the Hire Vehicle
Hire Period	The maximum period, as shown in Your policy Schedule , that We will pay for the Hire Vehicle
Limit of Cover	The Hire Vehicle for the Hire Period , that may be utilised over a maximum of 2 claims covered by this policy in the Period of Cover
Insured Vehicle	The motor vehicle identified as the Insured Vehicle in the policy Schedule or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle
Period of Cover	The period stated in the Schedule to this policy
Schedule	The document that identifies the policyholder and sets out details of the cover Your policy provides
Territorial Limits	England, Wales, Scotland, Northern Ireland, The Isle of Man and the Channel Islands
Third Party	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy
We, Our, Us	Trinity Lane Insurance
Undriveable	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
You, Your	The person named as the insured in the Schedule to this policy
Your Claim	A claim by You against Your existing motor policy

2. Cover

If the **Insured Vehicle** is damaged and rendered **Undriveable** 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 apply only 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 unable 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 Company** for drivers under 21 years of 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, unless stated on Your Schedule and 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 Company** for additional drivers if it is agreed with the **Hire 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 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 an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer
- q) Claims relating to a vehicle being **Undriveable** due to damage relating to more than one single incident

4. Claims Procedure

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 576 1680**.

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 Limited, within 14 days of issue and **We** will refund **Your** premium. Thereafter, **You** may cancel **Your** policy at any time 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 Adrian Flux Insurance Services. The contact details are:

Adrian Flux Insurance Services
East Winch Hall, East Winch,
Kings Lynn, Norfolk. PE32 1HN

Tel: 0344 381 6502

Email: contact-us@adrianflux.co.uk

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 023 4567 or 0300 123 9123. 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

How we use the information about you

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**;
- issue **You** this **Insurance Policy**;
- deal with any claims or requests for assistance that **You** may have
- service **Your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **We** have with **You**;
- is in the public or **Your** vital interest: or
- for **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process your data. How **We** store and protect your information All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that **We** can meet our regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities. **We** also have security measures in place in our offices to protect the information that **You** have given **Us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by letter as shown below:

General Manager

Trinity Lane Insurance Co. Ltd

First Floor

Grand Ocean Plaza

Ocean Village

Gibraltar

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if your request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

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

Trinity Lane Insurance 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.