



## Replacement Vehicle Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to **you** in return for payment of the premium.

## Policy Wording

### Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **us** know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

### CONTENTS

#### General information

|  |             |
|--|-------------|
| Important information                        | page 2      |
| How to make a claim                          | page 2      |
| How to make a complaint                      | page 3      |
| Our regulator and insurer                    | page 3      |
| Data protection                              | page 3      |
| Renewal procedure                            | page 4      |
| Choice of law and jurisdiction               | page 4      |
| Contracts (Rights of Third Parties) Act 1999 | page 4      |
| Financial Services Compensation Scheme       | page 4-5    |
| Use of language                              | page 5      |
| Other formats                                | page 5      |
| General definitions                          | page 5 - 7  |
| Cover  | page 7      |
| Replacement Vehicle                          | page 7      |
| General conditions                           | page 7 - 9  |
| General exclusions                           | page 9 - 10 |

### How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** giving **us** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

Telephone: **0333 241 9556**

Email: [claims@motorplus.co.uk](mailto:claims@motorplus.co.uk)

Or **you** can write to **us** at:

Motorplus Claims  
Kircam House,  
5 Whiffler Road,  
Norwich  
NR3 2AL

In order for **us** to help **you** more efficiently, please quote '**Replacement Vehicle**' in all communications.

An **insured event** involving theft or attempted theft, or vandalism must be reported to the police and a valid crime reference obtained.

### How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning 0800 111 6768.

### Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

### Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claim handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

### Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance

broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 2.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

**You** can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Team, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

### Renewal procedure

The term of **your replacement vehicle** policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements. If any of **your** circumstances change during **your period of insurance** that could affect any term contained within this policy, **you** must notify **your** insurance broker as soon as **you** can as failure to do so may invalidate **your** insurance or lead **us** to decline a claim.

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

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

The terms of this policy are only enforceable by the named **insured**. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

The **insurer** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

### Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most

insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

### General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

#### Hire Firm

A member of **our** network of approved motor **vehicle** hire companies.

#### Hire Period

The period from the date a **replacement vehicle** is delivered to **you** until the earliest of the following dates:

- a) where the **insured vehicle** is **written off**, the date when **you** receive a payment which **you** accept in respect of the value of the **insured vehicle**; or
- b) where the **insured vehicle** is **written off** and **you** receive an offer of settlement in respect of the **insured vehicle** which **we** consider reasonable, but which **you** want to reject, the date on which **we** notify **you** of **our** opinion; or
- c) where the **insured vehicle** is stolen and recovered and found to be immediately driveable, the date the **insured vehicle** is recovered; or
- d) where the **insured vehicle** is stolen and recovered and found to be undriveable, the date when **you** are advised that the **insured vehicle** is undriveable; or
- e) where **your** claim is declined by **your** motor insurers, the date when **you** receive notification of this fact;
- f) the end of the 7<sup>th</sup> day of hire; or
- g) the **insured vehicle** has been repaired.

Note: Hire is calculated on the basis of a 24 hour period. For example, if a **replacement vehicle** is delivered to **you** at 3pm on Monday, the end of the fourth day would be 3pm on Friday. Anything over 24 hours (i.e. after 3pm in this example) will be classified as the next day

#### Insured event

Either:

The theft or attempted theft of or damage by fire to the **insured vehicle** where it is **written off**, deemed legally unroadworthy; or

- a) an accident, fire, attempted theft or act of malicious damage in which the **insured vehicle** is damaged so has to be **written off**, deemed legally unroadworthy; or
- b) the theft of the **insured vehicle** where it remains unrecovered.

#### Insurer

UK General Insurance Limited, on behalf of Great Lakes Reinsurance (UK) SE. In the event of a claim, UK General Insurance Limited act for Great Lakes Reinsurance (UK) as their agent.

#### Period of insurance

The period of 12 calendar months beginning with the date of inception of this **replacement vehicle** Policy, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. All cover under this policy will cease if there is no motor insurance policy in force.

#### Replacement vehicle

A replacement vehicle selected by **us** and having an equivalent engine capacity to the **insured vehicle**, but not exceeding class S6 (for example, a Ford Mondeo 2.0, Vauxhall Insignia 2.0 or V W Passat 2.0) or for commercial vehicles, class PV2 (for example Renault Trafic SWB 2.0, Ford Transit SWB Low Roof 2.0 or equivalent).

**Territorial limits**

England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

**Terrorism**

Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

An act of **terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**.

**Vehicle**

The **vehicle(s)** specified in the motor insurance policy which was being driven or ridden by a person entitled to drive or ride.

**Vehicle hire costs**

The cost of hiring a **replacement vehicle** for one continuous **hire period**.

**You/your**

**You** and any other person driving the **insured vehicle** with **your** permission and under the cover or **your** motor insurance providing they satisfy the **hire firm's** standard terms and conditions of hire in force at the date of the **insured** incident and also providing that they are resident within the **territorial limits**.

**We/our/us**

Motorplus Limited.

**Written off**

The **vehicle** being assessed as being unable to be driven and damaged beyond the point where it would be economical to fund its repair. In the event that **you** are comprehensively insured, such assessment must be made by **your** motor insurers. In the event that **your** motor insurance is not comprehensive, such assessment will be made by **us**, or (if **you** are not responsible for the accident) by the insurers of the party responsible for the accident.

**Cover**

Upon payment of the premium, where the **insured vehicle** has been **written off**, is legally unroadworthy or remains unrecovered as a result of an **insured event** arising within the **territorial limits** during the **period of insurance**, the **insurer** will arrange:

1. A **replacement vehicle** to be provided to **you** for the duration of the **hire period**. The **insurer** will pay the **vehicle hire costs** provided that the hire has been arranged by **us** through a **hire firm**. The **replacement vehicle** will be delivered to **you** as soon as is practically possible following **your** report of an **insured event** to **us** ;
2. If the **hire firm** is unable to supply **you** with a **replacement vehicle** because **you** do not meet

their terms and conditions of hire, then the **insurer** will either at their discretion:

- a. pay a cash benefit up to £150 per **insured event**; or
- b. cover the cost of alternative public transport up to a maximum of £300 per **insured event** on receipt of valid receipts and/or tickets.

## Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

### 1. Claims

- a) **You** must keep **us** fully informed at all times of all matters relating to the **insured event** and in particular must notify **us** as soon as practicable if an **insured vehicle** that has been stolen is recovered, or if an **insured vehicle** is rendered driveable;
- b) **You** must report all claims to **us** within 48 hours of the **insured event**;
- c) **You** must report any **insured event** involving theft or attempted theft or malicious damage must be reported to the police and a valid crime reference obtained;
- d) **You** must respond to **us** promptly in all matters relating to a claim;
- e) **We** reserve the right to:
  - i) take over any claim or civil proceedings at any time and conduct them in **your** name;
  - ii) negotiate or settle any claim on **your** behalf;
  - iii) contact **you** directly at any point concerning **your** claim.

### 2. Conditions of Hire

**You** must abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**.

These terms and conditions will be made available to **you** before **you** opt to accept a **replacement vehicle**.

If **you** do not meet these terms and conditions, a cash benefit of up to £150 per **insured event** may be payable as noted in the Cover Section, part 2 (above). This benefit will be paid at the **insurers** discretion and only when they are satisfied that a **replacement vehicle** cannot be provided to **you** by the **hire firm**. Alternatively the **insurer** may consider the cost of alternative public transport up to £300 per **insured event** as noted in the Cover Section, part 2 (above).

**You** will generally be required to return the **replacement vehicle** at the end of the **hire period** to an agreed location and with a full tank of fuel, unless the **hire firm** agree otherwise.

**You** will be required to present the following documents to the **hire** company:

- a. Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
- b. Driving licence photocards and licence summaries/unique codes (obtainable from the DVLA for yourself and any other insured drivers **you** wish to drive the **replacement vehicle**.)
- c. Proof of address/residency, such as a recent utility bill.

If **you** do not provide these documents and, if applicable, a crime reference number **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this policy.

**You** must pay the insurance excess arising on any claim relating to the **replacement vehicle** which arises within the **hire period** or pay a collision damage waiver. Full details of this will be made available before hire commences.

**3. Cancellation**

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, the **insurer** will then refund **your** premium in full.

**You** may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

**4. Arbitration Clause**

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

**5. Fraudulent Claims**

If **you** make a request for payment under this policy knowing it to be false, fraudulent or otherwise exaggerated in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

**6. Statutory Regulations**

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

**7. Severability Clause**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

**8. Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent



amendments, re-enactments or regulations.

### Exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. An **insured event** involving theft or attempted theft, malicious damage and/or vandalism to **your vehicle** which has not been reported to the police and a valid crime reference obtained
3. The **insurer** will not pay **vehicle hire costs** or any alternative cash or transport costs benefits for claims arising out or more than two **insured** incidents in any one **period of insurance**.
4. The **insurer** will not be able to supply a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date that the **insured** incident reported to **us**. In this case, **we** may consider providing an alternative cash benefit or paying alternative public transport costs as per the Cover Section part 2 above.
5. The **insurer** will not supply a **replacement vehicle** if **your vehicle** is a taxi or private hire **vehicle**, if **you** are a self-drive hire operator.
6. If **you** are a motor trader, the **insurer** will only provide a **replacement vehicle** if it is to be used solely for **your** own personal use;
7. The **insurer** will not supply a **replacement vehicle** where it is to be used for racing, rallies or competitions;
8. The **insurer** will not supply a **replacement vehicle** where there is any allegation that the **insured event** had occurred after **you** had consumed alcohol or illegal drugs;
9. The **insurer** will not supply a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
  - a) not roadworthy;
  - a) not covered by a valid, current MOT certificate (where this was required at the time);
  - c) not covered by a valid, current operator's licence (where this was required at the time);
  - d) being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988
  - e) Being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence);
10. The **insurer** will not pay costs incurred for the purchasing of a collision damage waiver from the **hire firm**, or in the event of **you** being involved in an accident whilst driving the **replacement vehicle**, the cost of any excess imposed by the **hire firm** in the event that **you** have not purchased a collision damage waiver;
11. If **you** receive a settlement or it happens that **your vehicle** is driveable during any period after **your hire period** has ended (if **your hire period** ends early), but before the expiry of the maximum **hire period**, the **insurer** reserve the right to recover **vehicle hire costs** from **you** in this respect.
12. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle** policy did not exist.
13. Any claims made in respect of alternative public transport costs without valid receipts or tickets and prior authorisation by the **insurer**.

14. Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
15. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
16. Claims arising from any consequence, howsoever caused, by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable 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.

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.