



# Auto Replace - Policy Wording

## Master Certificate Number RTHV / 05 / 2015

This ALPS Auto Replace policy is administered by Auto Legal Protection Services Ltd (ALPS) and has been arranged by Lexelle Limited with UK General Insurance Limited, on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

ALPS, Lexelle Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services register by visiting the website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting them on 0800 111 6768.

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 comes into force.

#### 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

The class of vehicle designated 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 insurance period.

#### 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.

#### Sales Agent

The Agent appointed by ALPS to transact this Insurance with **You**.

#### Territorial Limits

The United Kingdom of Great Britain but not Northern Ireland.

#### 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

Lexelle Limited as agents for the Underwriters.

#### Un Driveable

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired (excluding where the repairs should take less than 6 hours/one day to complete) 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.

All vehicles will be of the group or higher of that specified in **Your** policy **Schedule**.

If, following acceptance of your claim, due to circumstances beyond **Our** control, **We** cannot arrange a **Hire Vehicle** for **You**, **We** will pay you the sum of £62 per day instead of supplying the **Hire Vehicle** (each daily payment of £62 will count as a days rental and this will be deducted from the **Hire Period** under your policy)

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, **We** will pay you the sum of £62 per day instead of supplying the **Hire Vehicle** (each daily payment of £62 will count as a days rental and this will be deducted from the **Hire Period** under your policy).

### 3. Exclusions

The following are not covered under this insurance:

- Any claim which has not been reported to Us within 14 days of the incident, accident or theft or other incident giving rise to the claim occurring.
- Drivers under 21 years of age.
- Any **Insured Vehicle** used for Driving Instruction/Tuition
- 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
- Any additional charges incurred in fitting additional equipment to your vehicle e.g. GPS, Radio etc.
- Use of the **Hire Vehicle** outside the **Territorial Limits**
- Any excess that the Hire Company apply following an accident, fire or theft involving the **Hire Vehicle**
- All fuel, congestion charge, tolls, 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**
- Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance or other means including credit hire.
- Any further **Hire Vehicle** charges incurred after the **Hire Period**
- 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
- 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
- Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle
- Any claim relating to mechanical or electrical breakdown/ failure or misfuelling
- 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
- Claims relating to a vehicle being **Un Driveable** due to damage relating to more than one single incident
- Any claim where the **Insured Vehicle** was being driven by someone who is over the prescribed/ legal limit for driving under the influence drink or drugs
- Any claim where the **Insured Vehicle** was being used for Hire an Reward by someone who does not hold a Hackney carriage or Private hire licence/badge
- Any claim where the **Insured Vehicle** was being used for Hire and Reward by someone who does not hold a Hackney Carriage or Private Hire Licence / Badge.

### 4. Claims Procedure

Lexelle Ltd and UK General Insurance Ltd are an insurers agent and in the event of a claim act on behalf of Ageas Insurance Limited.

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 **0800 073 3091** quoting: **Master Certificate Number RTHV / 05 / 2015**

The **Hire Company** will then contact **You** directly with 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 manufacturers instructions and covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Services 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 21 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) This policy is governed by the laws of England and Wales.

#### 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 **Your Sales Agent**, 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 the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager  
Lexelle Ltd  
P.O. Box 4428  
Sheffield  
S9 9DD  
Tel 0114 249 3300  
Fax 0114 249 3323.

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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

**You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel : 0300 123 9 123

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 Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence to other companies acting on their instructions including those located outside the European Economic Area.

#### 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

Ageas Insurance Limited 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)