

Private Car Replacement Vehicle Policy Wording

This insurance is arranged by Crusader Assistance and URIS Group, administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance PLC.

Claims are managed on behalf of the **Insurer** by the **Administrator** who have appointed the **Hire Firm** to deal with any claims covered by the policy.

If **You** have paid the premium **We** will agree to insure **You** subject to the terms and conditions detailed in this policy wording for replacement vehicle in the event of an **Insured Incident** during the **Period of Insurance**.

Please take time to read the contents of this policy including how to make a claim. If **You** do need to discuss any aspect of this policy, please call **Your** agent who arranged this insurance on **Your** behalf.

Your policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **We** cancel this policy; or
- The underlying **Motor Insurance Policy** is cancelled.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear in **Your** policy in **bold** text and with a capital letter.

Administrator

Legal Insurance Management Ltd.

Computer Virus

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.

Electronic Data

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.

Geographical Limits

Unless stated otherwise the policy only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

Hire Firm

The provider of **Your Replacement Vehicle** as arranged by **Us**.

Hire Period

The period from the date a **Replacement Vehicle** is delivered to **You** until the date when **You** receive a settlement in respect of the value of the **Insured Vehicle** or the date on which the **Insured Vehicle** is recovered in the event of theft, subject to a maximum of 14 days.

Insured Incident

- A road traffic accident which is **Your** fault, damage by fire, vandalism or attempted theft within the **Geographical Limits** that renders the **Insured Vehicle** a total loss (a write off) or **Undriveable**, as determined or accepted by the **Insurer**, the **Third Party** insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body); or
- Theft of the **Insured Vehicle** within the **Geographical Limits** where the **Insured Vehicle** is not recovered.

Insured Person

You and any other person driving the **Insured Vehicle** with **Your** permission and under the cover of **Your Motor Insurance Policy** providing they satisfy the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**.

Insured Vehicle

The vehicle specified in the **Motor Insurance Policy** issued with this policy.

Insurer/We/Us/Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Motor Insurance Policy

The motor insurance policy that has been issued to **You** for the **Insured Vehicle** by **your** agent who arranged this insurance on **your** behalf.

Period of Insurance

This policy will run concurrently with **Your Motor Insurance Policy** for a maximum of 12 months. If **You** arranged this policy after the **Start Date** of **Your Motor Insurance Policy**, cover will be provided from the date **You** bought it and will end on the expiry date of **Your Motor Insurance Policy**.

Replacement Vehicle

A replacement car having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 1,600cc in any event. If the **Insured Vehicle** is a 7 seater vehicle, a 7 seater vehicle will be provided but not exceeding 1,600cc in any event.

Start Date

The date shown in **Your Motor Insurance Policy** schedule or the date **You** purchased this insurance if afterwards.

Third Party

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding any **Insured Person**.

Undriveable

Damaged in a manner which (albeit temporarily) renders it is unfit for lawful use on a public highway within the **Geographical Limits**.

United Kingdom, UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle Hire Cost

The cost of hiring a **Replacement Vehicle** for one continuous **Hire Period**.

You/Your

The person named as the policy holder in the **Motor Insurance Policy**.

ELIGIBILITY

You are eligible to take out this replacement vehicle insurance if, on the **Start Date**, **You** agree to pay the premium and:

- **You** are the policy holder of a valid **Motor Insurance Policy**; and
- **You** are a **UK** resident with a permanent **UK** address.

WHAT IS COVERED

In return for the payment of **Your** premium, **We** will arrange for the supply of a **Replacement Vehicle** to **You** for the duration of the **Hire Period** in the event that the **Insured Vehicle** is involved in an **Insured Incident** arising during the **Period of Insurance** within the **Geographical Limits**.

The **Replacement Vehicle** will be delivered to **You** free of charge as soon as is practically possible and in any event within one working day of **You** reporting an **Insured Incident** to **Us**.

You may ask for the **Replacement Vehicle** to be delivered to **You** at any convenient place within the **Geographical Limits**.

If, for whatever reason, it is not possible to provide **You** with a **Replacement Vehicle** **We** will contribute up to £10 per day towards transportation costs, up to a maximum of £140 per individual claim.

A maximum of 2 claims can be made during the **Period of Insurance**.

WHAT WE WILL NOT COVER

This policy will not cover:

1. The supply of 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 of the **Insured Incident**;
2. Any **Vehicle Hire Costs** incurred before our acceptance of a claim or not arranged through **Us**;
3. Any **Vehicle Hire Costs** where the **Insured Incident** has not been reported under **Your** own **Motor Insurance Policy**;
4. Any **Vehicle Hire Costs** as a result of theft or vandalism which has not been reported to the police and a crime reference number obtained;
5. The supply of a **Replacement Vehicle** where the loss of the **Insured Vehicle** arises out of any deliberate or criminal act or omission other than vehicle theft or vandalism;
6. The supply of a **Replacement Vehicle** if **You** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for **Your** personal use only;
7. The supply of a **Replacement Vehicle** where the **Insured Vehicle** is used for racing, rallies or competitions;
8. The supply of a **Replacement Vehicle** where there is any allegation that the **Insured Incident** arose at a time when the **Insured Person** had consumed alcohol or illegal drugs;
9. Any costs of fuel, fares, fines or fees relating to the **Replacement Vehicle** whilst in **Your** possession;
10. Any additional hire charges due after the **Hire Period**;

11. Any **Vehicle Hire Costs** after **Your Insured Vehicle** is replaced, settlement received for the value of the **Insured Vehicle** or where the **Insured Vehicle** is recovered in the event of theft.

HOW TO MAKE A CLAIM

We hope **You** won't suffer any misfortune that would result in **You** making a claim, but if **Your Insured Vehicle** is involved in an **Insured Incident** please:

1. Read **Your** policy wording to check that the cause of the claim is covered;
2. Contact the claims line on **0344 571 3105** as soon as possible, lines are open 24 hours a day throughout the year;
3. In the event of theft or vandalism **You** will be required to provide **Your** crime reference number to the **Hire Firm**;
4. If **You** have a valid claim then **We** will arrange for the delivery of a **Replacement Vehicle** to **You** within 1 working day of the claim being accepted, which **You** can use for the **Hire Period**;
5. **You** must keep the **Hire Firm** fully informed at all times of all matters relating to the **Insured Incident** and in particular must notify them immediately if the **Insured Vehicle** is replaced, settlement received for the value of **Insured Vehicle**, or where the **Insured Vehicle** is recovered in the event of theft.

GENERAL EXCLUSIONS

We will not pay for:

Existing and Deliberate Damage

- Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- Loss or damage caused deliberately by **You** or any member of **Your** household.

Radioactive Contamination

Any direct or indirect consequence of:

- 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.

War Risks

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.

Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Confiscation

Loss or damage caused by nationalisation or confiscation by any authority.

Terrorism

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

Electronic Data

Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

GENERAL CONDITIONS

False/Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void and the claim will not be paid, and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy.

You must give **Us** or the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim.

Governing Law

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.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>. If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer Your insurance policy and meet Our contractual requirements under the policy.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view Our full privacy notice, You can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing Us at dataprotection@legalim.co.uk. Alternatively, You can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Rights and Responsibilities

We have the right, at Our expense and in Your name to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- Start legal action to get back from anyone else any payments that have already been made.

At Our cost, You must also help Us to take legal action against anyone or help Us defend any legal action if We ask You to.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions we or the administrator may ask as part of Your application for cover under the policy
- to make sure that all information supplied as part of Your application for cover is true and correct
- tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

If You do not answer questions truthfully and accurately, this may affect Your cover. In the event that You have supplied Us with information which is incorrect or false, We reserve the right to declare Your policy invalid and cancel Your cover, with no refund of premium. In the event that You have made a claim, We may refuse to pay all or part of that claim; please refer to 'General Conditions' for more information.

Change of circumstances

You must immediately advise the agent who arranged this insurance on Your behalf if any of the following circumstances change at any point during the **Period of Insurance**:

- You are no longer a permanent lawful resident of the UK; or
- You change Your address.

If You are not sure if a change in circumstances is relevant to Your policy, please contact Your agent.

Transferring Your Interest in the policy

You cannot transfer Your interest in the policy to anyone else.

CANCELLATIONS

If You decide that for any reason, this policy does not meet Your insurance needs then contact Your agent within 14 days from the day of purchase or the day on which You receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full.

Thereafter You may cancel this insurance at any time however no refund of premium will be payable. The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving You 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 may include but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;

d) Non-compliance with policy terms and conditions.

No refund of premium will be made.

This policy runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason this policy will also be cancelled.

HOW TO MAKE A COMPLAINT

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You** please contact the agent who arranged this insurance on **Your** behalf.

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Hire Firm** on **0330 321 9802**.

Please ensure **Your** claim 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. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123. Website: www.financial-ombudsman.org.uk.

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.

ONLINE DISPUTE RESOLUTION PORTAL

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

FINANCIAL SERVICES COMPENSATION SCHEME

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.