

Replacement Vehicle Policy Wording

This insurance has been arranged by Crusader Assistance, 2nd Floor UK House, 82 Heath Road, Twickenham, Middlesex TW1 4BW, on behalf of Be Wiser Insurance, Barrett House, Savoy Close, Andover, Hampshire SP10 2HZ 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.

Crusader Assistance, Be Wiser Insurance and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is 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 FCA's website at www.fca.org.uk/register or by calling them on 0800 111 6768.

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 Be Wiser Insurance on 0800 954 9570.

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

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the **Insurer**.

Geographical Limits

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

Hire Firm

Quindell Business Process Services (UK) Limited, Indemnity House, Sir Frank Whittle Way, Blackpool, FY4 2FB.

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 (NVRA) 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

UK General Insurance Limited on behalf of Ageas Insurance Limited.

Motor Insurance Policy

The Be Wiser Insurance motor insurance policy that has been issued to **You** for the **Insured Vehicle**.

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.

Terrorism

Use, or threat of use, of a biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Third Party

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

UK, United Kingdom

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

Undriveable

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

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 Be Wiser Insurance 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 £280 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 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 act of vandalism or any deliberate or criminal act or omission other than vehicle theft;
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 0844 571 3105 as soon as possible, lines are open 24 hours a day throughout the year;
3. In the event of theft **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.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

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

Loss or damage to property, liability, expense or injury caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War Risks

Any loss or damage by any sort of war, invasion or revolution.

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 loss, damage, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

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.

Data Protection

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 for processing to other companies acting on their instructions including those located outside the European Economic Area.

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us**.

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 asked when **You** purchased the policy and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your** policy during the **Period of Insurance**, or if **You** make a claim under this policy. **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.

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 & Exclusions' for more information.

Change of circumstances

You must immediately advise Be Wisser Insurance 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**;
- **You** change **Your** address.

If **You** are not sure if a change in circumstances is relevant to **Your** policy, please contact Be Wisser Insurance customer services on 0800 954 9570 for advice.

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 Be Wisser Insurance 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 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**, it should be addressed to Be Wisser Insurance on 0800 954 9570. (all calls are recorded).

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Administrators** at:

Customer Relations Team
PO Box 1193
Doncaster
DN1 9PW

Customer.relations@directgroup.co.uk.
Telephone: 0844 854 2072

(all calls are recorded for training, compliance, claims and counter fraud purposes). 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.

FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its 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.