

Substitute Vehicle Policy Wording

This insurance Policy is administered by Motorplus Limited (trading as ULR Additions) and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Why do I need a Substitute Vehicle?

Even if **You** are comprehensively insured, a road accident or the theft of **Your** vehicle can leave **You** without suitable transport.

Comprehensive insurance may not provide any replacement vehicle in the event that **Your** vehicle is written off or stolen and not recovered. Where a vehicle is provided, it will generally be only a small courtesy car provided by the repairer.

How can We help?

The Motorplus **Substitute Vehicle** scheme can provide a suitable vehicle to keep **You** on the road where **Your** own vehicle is written off or stolen and not recovered.

Furthermore, the vehicle provided will be an equivalent vehicle to **Your** own (to a maximum of 2000cc) to enable **You** to continue **Your** daily life without unnecessary inconvenience.

Making a Claim

PLEASE REMEMBER THAT **OUR** CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR.

If **Your** vehicle is stolen or involved in an accident, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police.

Let **Us** know the information as soon as possible, by calling **Our** Helpline on 01603 420 856 quoting Equity Substitute Vehicle Cover.

PLEASE NOTE: Claims must be notified to Us within 48 hours of You being advised that the Insured Vehicle is to be written off, or (if an unrecovered theft) within 48 hours of Your discovering the theft.

If **We** accept **Your** claim, **We** will arrange for the delivery to **You** of a suitable **Substitute Vehicle**, which **You** can use for the period of time described below.

If **Your** vehicle was damaged or destroyed in circumstances which were not **Your** fault, **We** may seek to recover the costs of providing the **Substitute Vehicle** from the responsible party or their insurers. **We** would normally do this through **Our** Claims Centre.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a Claim **You** should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited
Kircam House, Whiffler Road, NORWICH NR3 2AL
Tel: 01603 420000 Fax: 01603 420010

In the event **You** remain dissatisfied and wish to make a complaint **You** can do so by contacting the following:

Head of Claims
UK Underwriting Limited, 2 Gibraltar House
Bowcliffe Road, Leeds LS10 1HB

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 as a **Micro-Enterprise**, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. **You** may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 0800 0234567 Fax: 0207 964 1001

Please note **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**.

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. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

Your policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the cover in this policy, keeping to the terms, conditions and exclusions.

Cancellation

We hope that **You** are happy with the cover this policy provides. **You** have the right to cancel the policy at any time by sending **Us** notice in writing. If **You** send notice within 14 days of receiving the policy then **We** will return the premium in full. If the premium was added to **Your** monthly payments, then no refund will be issued directly to **You**, but **Your** monthly payments will be amended accordingly. This is called the “cooling off period”. **You** may cancel at any other time by giving **Us** 21 days notice, in which event no premium paid will be refunded and/nor will the amount of **Your** monthly premiums reduce. This insurance runs concurrently with **Your** motor insurance policy. In the event of cancellation/non-renewal of **Your** motor insurance policy all cover under this insurance will cease.

Definitions

We, Us, Our

MotorPlus Limited trading as ULR.

You, Your

The person who has taken out this policy.

Insured Person

You and any other person driving the **Insured Vehicle** with **Your** permission and under the cover of **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**.

Insured Vehicle

The vehicle specified in the motor insurance policy issued with this policy.

Substitute Vehicle

A replacement car or standard commercial vehicle having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 2000cc in any event. If the **Insured Vehicle** is a 7 seater vehicle a 7 seater vehicle will be provided but not exceeding 2000cc in any event.

Vehicle Hire Costs

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

The period from the date a **Substitute Vehicle** is delivered to **You** until the date when **You** receive a cheque in respect of the value of the **Insured Vehicle**, subject to a maximum of 21 days in any event.

Hire Firm

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

Territorial Limit

England, Wales and Scotland.

Period of Insurance

12 calendar months from the date of inception of this policy, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. In the event of cancellation or non-renewal of that motor insurance policy, all cover under this policy shall cease.

Insured Incident

A road traffic accident which causes the **Insured Vehicle** to be both undrivable and damaged beyond economical repair which occurs whilst the **Insured Vehicle** is being driven by an **Insured Person** within the **Territorial Limit**; or a road traffic accident which causes the **Insured Vehicle** to be both undrivable and damaged beyond economical repair whilst the **Insured Vehicle** is lawfully parked within the **Territorial Limit** provided the vehicle had been parked by an **Insured Person**; or the theft of the **Insured Vehicle** from a place within the **Territorial Limit** which has been reported to the relevant local police force as a crime and provided always that the **Insured Vehicle** remains unrecovered.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Micro-Enterprise

An Enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

This Policy Will Cover

1. Where the **Insured Vehicle** has been rendered undrivable and damaged beyond economical repair as a result of an **Insured Incident** arising during the **Period of Insurance**, subject to the Terms and Conditions **We** will arrange for

the supply to **You** of a **Substitute Vehicle** for the duration of the **Hire Period** and **We** will pay the **Vehicle Hire Costs** provided that the hire has been arranged by **Us** through a **Hire Firm**.

2. The **Substitute Vehicle** will be delivered to **You** as soon as is practically possible and in any event within one working day of **Your** report of an **Insured Incident** to **Us**.
3. **You** may ask for the **Substitute Vehicle** to be delivered to **You** at any convenient place within the **Territorial Limit**.

General Conditions and Exclusions

1. **We will** not pay **Vehicle Hire Costs** for claims arising out of more than two **Insured Incidents** in any one **Period of Insurance**.
2. **We** will not be able to supply a **Substitute 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**.
3. **We** will not pay **Vehicle Hire Costs** incurred before **Our** written acceptance of a claim.
4. In the event of theft of the **Insured Vehicle** **You** must, when reporting to **Us**, provide **Us** with the name, address and telephone number of the police station to which the theft has been reported and supply the crime reference number which has been allocated by the police.
5. The **Insured Incident** must be reported to **Us** either within 48 hours of **You** being advised that the **Insured Vehicle** is being treated as beyond economical repair (ie written off) or (if it is an unrecovered theft) within 48 hours of **Your** discovering the theft and must be subject to a claim under **Your** own motor policy.
6. **We** will not supply a **Substitute Vehicle** where the loss of the **Insured Vehicle** arises out of any fire or act of vandalism or any deliberate or criminal act or omission other than vehicle theft.
7. **We** will select a **Hire Firm** for **You**, and arrange for them to supply a **Substitute Vehicle** suitable for **Your** needs.
8. **We** may at **Our** discretion decide not to supply a **Substitute Vehicle** if **You** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader.
9. **We** will not supply a **Substitute Vehicle** where the **Insured Vehicle** is used for racing, rallies or competitions.

10. The **Insured Person** must agree to **Our** trying to recover the **Vehicle Hire Costs** in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the **Vehicle Hire Costs** in any claim for other losses being pursued in the name of the **Insured Person**.

11. **We** can take over and conduct such a claim and/or proceedings in the **Insured Person's** name at any time.
12. **We** can negotiate any such claim on behalf of an **Insured Person**.
13. Any **Vehicle Hire Costs** recovered in such a claim must be paid to **Us** or to **Our** order.
14. **You** must keep **Us** fully informed at all times of all matters relating to the **Insured Incident** and in particular must notify **Us** immediately if an **Insured Vehicle** which has been stolen is recovered or if **You** receive a cheque in settlement of the value of an **Insured Vehicle**.
15. **We** can cancel this policy at any time as long as **We** tell **You** at least 21 days beforehand. **You** can cancel this policy at any time as long as **You** tell **Us** at least 21 days beforehand. No premium will be refunded.
16. This policy is written in English.
17. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
18. This policy will not provide cover for persons under the age of 21 or over the age of 79.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. **We** take your privacy very seriously. **We** will use your personal information to provide **You** with the services, products or information, for administration purposes for any matters arising from this policy. **We** may need to share your information with **Our** service providers, associated organisations and agents for these purposes. Despite any changes **We** make to this privacy statement **We** will always use your personal data for the purposes **We** outline in this statement and in accordance with the Data Protection Act 1998 unless **We** are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority. Regulated by the Ministry Of Justice in respect of regulated claims management activities.