



ADRIAN FLUX

modern approach, traditional values

Commercial Substitute Vehicle Policy Wording

Important Information

This is your Substitute Vehicle Policy Wording. It includes everything you need to know about your policy.

We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident.

Act quickly after an accident and call our claims department:

0844 888 7360

We are open 24 hours a day,
365 days a year

Calls cost 6p per minute plus your phone company's access charge

This Policy Will Cover

1. Where the *Insured Vehicle* has been *Written Off*, rendered *Undriveable* or remains unrecovered (as the case may be) 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*. Where *You* notify *Us* at the time that *You* report an *Insured Incident* to *Us* that *You* wish to opt for an alternative cash payment, *We* will pay to *You* the sum of £150.
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 mainland of Great Britain.
4. If at the time that *You* report the *Insured Incident* to *Us*, *You* advise *Us* that you wish to opt for a monetary payment as an alternative to *Your* entitlement to a *Substitute Vehicle*, *We* will arrange to send *You* a cheque for £150.

This Policy Will Not Cover

1. *We* will not pay *Vehicle Hire Costs* for claims arising out of more than one *Insured Incident* 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 when *You* report the *Insured Incident* to *Us*.
3. *We* will not pay *Vehicle Hire Costs* incurred before *Our* written acceptance of a claim or where the *Insured Person* arranges their own hire.
4. *We* will not supply a *Substitute Vehicle* if *You* are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the *Substitute Vehicle* is used solely for *Your* personal use.
5. *We* will not supply a *Substitute Vehicle* where the *Insured Vehicle* is used for racing, rallies or competitions.
6. *We* will not supply a *Substitute Vehicle* where there is any allegation that the *Insured Incident* arose at a time when the *Insured Person* had consumed alcohol or illegal drugs.
7. *We* will not supply a *Substitute Vehicle* where as a result of the incident *You* report to *Us*, the *Insured Vehicle* is neither *Written Off* nor rendered *Undriveable* nor unrecovered as the case may be.
8. *We* will not supply a Substitute Van where the Insured Van is not insured for the compulsory RTA risks.

General Conditions and Exclusions

1. In the event of the theft of the *Insured Vehicle*, or any other *Insured Incident* which is or may arise from a criminal act, *You* must, when reporting to *Us*, provide *Us* with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
2. The *Insured Incident* must be reported to *Us* within 48 hours of occurrence and must be subject to a claim under the *Insured Person's* own motor policy.
3. The *Insured Person* must abide by the *Hire Firm's* terms and conditions of hire at all times during the *Hire Period*.
4. The *Insured Person* must pay the insurance excess arising on any claim relating to the *Substitute Vehicle* which arises during the *Hire Period*, or pay a collision damage waiver. Full details of this will be made available before hire commences.
5. *You* must ensure that the *Insured Van* remains insured for the compulsory RTA risks for the full term of this policy.
6. *We* will select a *Hire Firm* for *You*, and arrange for them to supply a *Substitute Vehicle* suitable for *Your* needs.
7. 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*.
8. *We* can take over and conduct such a claim and/or proceedings in the *Insured Person's* name at any time.
9. *We* can negotiate any such claim on behalf of an *Insured Person*.
10. If *You* opt to receive a monetary payment *You* will not be entitled to claim for the provision of a *Substitute Vehicle* or any other benefit which this Policy may provide. The monetary payment will constitute the conclusion of *Your* claim, and *You* will not be entitled to make any further claim under this Policy whether arising from the same *Insured Incident* or not.
11. Any *Vehicle Hire Costs* recovered in such a claim must be paid to *Us* or to *Our* order.
12. *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* which has been *Written Off*.
13. This Policy is written in English.
14. 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.
15. If *You* make any request for payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false this policy shall become void and any premiums paid hereunder shall be forfeited and *We* shall be entitled to recover any monies previously paid.

Fraudulent Claims

If *You* make any request for payment under this *Policy* knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this *Policy* shall become void and any premiums paid hereunder shall be forfeited and *We* shall be entitled to recover any monies previously paid.

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 for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about *You* from credit reference agencies, fraud prevention agencies and similar organisations to enable *Us* to check *Your* credit status and identity. These agencies will record *Our* enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check *Your* details with fraud prevention agencies.

If *You* provide false or inaccurate information and *We* suspect fraud, *We* will record *Our* concerns. *We* and other organisations may use these records to help make decisions on insurance proposals and *Claims*, prevent fraud, recover debt and check *Your* identity to prevent money laundering.

Under Data Protection legislation, *You* can ask *Us* in writing for a copy of certain personal records held about *You*. Please write to MotorPlus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

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

AFL SUBG 2PV2 WPW 0615

Commercial Substitute Vehicle Policy Wording

This insurance *Policy* has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by 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.

Motorplus Limited, Qdos Broker & Underwriting Services Limited 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 at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Subject to the appropriate premium having been paid the *Insurer* agrees to cover *You* as set out in this *Policy*.

Unless expressly stated nothing in this *Policy* will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Why might you need a Substitute Vehicle?

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

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 Commercial Substitute Vehicle scheme can provide a suitable vehicle to keep *You* on the road where *Your* own vehicle is written off after an accident, fire, act of malicious damage or stolen not recovered.

Furthermore, the vehicle provided will be an equivalent commercial vehicle to *Your* own (to a maximum of 3.5 tonnes) to enable *You* to continue *Your* operations without unnecessary inconvenience.

Alternatively, you can opt for a monetary payment of £150 instead of a vehicle.

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, fire or is vandalised, 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 **0844 888 7360**. Calls cost 6p per minute plus your phone company's access charge.

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 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 follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

Quality Assurance Team

Motorplus Limited
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0843 227 7580

Fax: 01603 420010

Calls cost 6p per minute plus your phone company's access charge.

Please ensure that *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. 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:

Financial Ombudsman Service

Exchange Tower
London
E14 9SR

website: www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

phone: 0800 023 4567 or 0300 123 9123

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. *You* may be entitled to compensation from the scheme in the event that Ageas Insurance Limited 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 obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Consumer Insurance (Disclosure & Representations) Act 2012

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 questions and to make sure that all information supplied to *Us* 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*.

You must contact *Your* insurance broker or agent immediately in the event that there is a change to *Your* circumstances, as follows:

- *You* change *Your* address;
- *You* are convicted of a criminal offence or receive a police caution;
- *You* have insurance refused, declined, cancelled or terms applied by another insurance provider.

Cancellation

If *You* decide that for any reason that this policy does not meet *Your* insurance needs, then please return it to the insurance broker or agent who provided this policy to *You* within 14 days from the day of purchase or on the day *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. If *You* wish to cancel your policy after 14 days *You* will not be entitled to a refund.

The *Insurer* shall 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 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.

Provided the premium has been paid in full *You* will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Definitions

Hire Firm

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

Hire Period

The period from the date a Substitute Van is delivered to *You* until the earliest of the following dates:

- a) where the *Insured Van* 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 Van* is *Written Off*, and *You* receive an offer of settlement in respect of the *Insured Van* 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 Van* is stolen and recovered and found to be immediately driveable, the date the *Insured Van* is recovered; or
- d) where the *Insured Van* is stolen and recovered and found to be repairable, the date when *You* are advised that the *Insured Van* is repairable; or
- e) where *Your* claim is declined by *Your* motor insurers, the date when *You* receive notification of this fact; or
- f) the end of the 14th day of hire.

NOTE – Hire is calculated on the basis of a 24 hour period. For example, if a vehicle is delivered at 3pm on Monday, the end of the fourth day would be 3pm on Friday; 5pm on Friday would be deemed to be the fifth day of hire.e.

Insured Incident

Either:

- a) the theft of the *Insured Vehicle* providing the *Insured Vehicle* remains unrecovered; or
- b) the theft of the *Insured Vehicle* where it is recovered but rendered *Undriveable*; or
- c) an accident, fire or act of malicious damage involving the *Insured Vehicle* which causes the *Insured Vehicle* to be *Written Off*.

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* and also providing that they are resident within the *Territorial Limit*.

Insured Vehicle

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

Insurer

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

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.

Substitute Vehicle

A replacement car or commercial vehicle selected by *Us* and having an equivalent engine capacity to the *Insured Vehicle* but not exceeding 3.5 tonnes in any event.

Territorial Limit

England, Wales and the mainland of Scotland.

Undriveable

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

Vehicle Hire Costs

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

We, Us, Our

MotorPlus Limited

Written Off

The *Insured Vehicle* being assessed as being both undriveable and damaged beyond the point where it would be economical to fund its repair. In the event that the *Insured Person* is comprehensively insured, such assessment must be made by their motor insurers. In the event that the *Insured Person's* motor insurance is not comprehensive, such assessment will be made by *Us* or (if the *Insured Person* is not responsible for the accident) by the insurers of the party responsible for the accident.

You, Your

The person who has taken out this Policy.