

## Guaranteed Hire Replacement Vehicle Policy

This Guaranteed Hire Replacement Vehicle insurance policy is arranged by Strategic Insurance Services Limited and is underwritten by Astrenska Insurance Limited. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 202846. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct 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

<b>Claims Administrator</b>	Davies Group Limited
<b>Commencement Date</b>	The date shown on the policy <b>Schedule</b> confirming when cover commences
<b>Condition</b>	An obligation which <b>You</b> must perform. If a <b>Condition</b> is not performed by <b>You</b> , <b>We</b> will not be under any liability to pay <b>You</b> anything under the terms of this policy
<b>Hire Vehicle(s)</b>	The class of vehicle shown on <b>Your</b> policy <b>Schedule</b>
<b>Hire Company (s)</b>	The company that <b>We</b> instruct to give <b>You</b> the <b>Hire Vehicle</b>
<b>Hire Period</b>	The maximum period, as shown in <b>Your</b> policy <b>Schedule</b> , that <b>We</b> will pay for the <b>Hire Vehicle</b>
<b>Limit of Cover</b>	The <b>Hire Vehicle</b> for the <b>Hire Period</b> , that may be utilised over a maximum of 2 claims covered by this policy in the insurance period
<b>Insured Vehicle</b>	The motor vehicle identified as the <b>Insured Vehicle</b> in the policy <b>Schedule</b> or any other vehicle which <b>We</b> may, after receiving a written request from <b>You</b> , accept in substitution for that vehicle
<b>Period of Cover</b>	The period stated in the <b>Schedule</b> to this policy
<b>Schedule</b>	The document that identifies the policyholder and sets out details of the cover <b>Your</b> policy provides
<b>Territorial Limits</b>	England, Wales , Scotland and Northern Ireland
<b>Third Party</b>	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy
<b>We, Our, Us, Insurer</b>	Astrenska insurance Limited
<b>Un Driveable</b>	The vehicle is not legally roadworthy (excluding glass damage) and is off the road being repaired as a result of a road traffic collision, fire, malicious damage or theft/attempted theft of the vehicle
<b>You, Your</b>	The person named as the insured in the <b>Schedule</b> to this policy
<b>Your Claim</b>	A claim by <b>You</b> against <b>Your</b> existing motor policy

### 2. Cover

If the **Insured Vehicle** is damaged and rendered **Un Driveable** 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.

The **Hire Vehicles** supplied are fully serviced, less than 3 years old and will be of the group or higher of that specified in **Your** policy **Schedule**.

If, due to circumstances beyond **Our** control and **We** cannot arrange a **Hire Vehicle** for **You We** may, at **Our** discretion, reimburse transportation costs up to a maximum of £30.00 per day for the period **Your** vehicle is unavailable subject to the number of days cover provided under **Your** policy as shown on **Your** policy **Schedule**.

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 reimburse **Your** transportation costs up to a maximum of £30.00 per day for the period **Your** vehicle is unavailable for use, subject to the number of days cover provided under **Your** policy as shown on your policy schedule.

### 3. Exclusions

The following are not covered under this insurance:

- a) Drivers 21 or under in England, Wales, Scotland and Northern Ireland
- b) Any **Insured Vehicle** used in any way for hire or reward including courier work. A vehicle used for Driving Instruction/Tuition is accepted where the appropriate premium has been paid
- c) Any vehicle used for Driver Instruction/Tuition where the tutor is not a fully qualified Instructor and/or not on "The Register of Approved Driving Instructors" or "Department of the Environment Approved Driving Instructor" in Northern Ireland
- d) Any vehicle used for Driver Instruction/Tuition without dual controls
- e) 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
- f) Use of the **Hire Vehicle** outside the **Territorial Limits**
- g) Any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**
- h) All fuel, 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**
- i) Any claim which has not been reported to **Us** within 14 days of the incident, accident or theft giving rise to the claim occurring
- j) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance or other means
- k) Any further **Hire Vehicle** charges incurred after the **Hire Period**
- l) 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
- m) 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
- n) Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle
- o) Any claim relating to mechanical or electrical breakdown/failure or misfuelling
- p) Fires caused by modifications not approved by the **Insured Vehicle** manufacturer, or not fitted an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer
- q) Claims relating to a vehicle being **Undriveable** due to damage relating to more than one single incident

### 4. Claims Procedure

If the **Insured Vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **You** must report it to the **Claims Administrator** immediately, and in no event later than 14 days after the event.

Visit <https://vehiclehireclaims.davies-group.com> where **You** will be able to register **Your** claim. **Our** internet solution is the quickest and easiest way to submit **Your** claim.

If **You** do not have access to the internet, please call the **Claims Administrator** on 0344 856 2359 to notify them of **Your** claim.

The **Hire Company** will then contact **You** directly with a 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 manufacturer's instructions and covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority or the Prudential Regulation 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 14 days after the event giving rise to the claim
- d) Provide any information reasonably requested by **Us** within a reasonable time.
- e) If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and recoverable. **We** shall not be liable to **You** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
  - **We** need not return any Premiums paid
  - **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation
- 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) 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.

## 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** selling broker,

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 **Us**.

Complaints regarding:

### SALE OF THE POLICY

Please contact your selling broker

### CLAIMS

Please contact Davies Group Limited

Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)

Tel: 0344 856 2015

Please ensure **You** quote **Your** policy number reference in any communication with us.

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 £6.5million and fewer than 50 employees or an annual balance sheet below £5million.

**You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel 0845 080 1800.

Further information can be found on their website at [www.financial-ombudsman.org.uk](http://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.

## 8. How we use information about you

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**;
- issue **You** this Insurance Policy;
- deal with any claims or requests for assistance that **You** may have
- service **Your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

**We** will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy).

## 9. Processing your data

**Your** data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **We** have with **You**;
- is in the public or **Your** vital interest: or
- for **Our** legitimate business interests

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process your data.

## 10. How we store and protect your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process your personal information during the period of insurance and after this time so that **We** can meet our regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

**We** also have security measures in place in our offices to protect the information that **You** have given **Us**.

## 11. How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Sussex House  
Perrymount Road  
Haywards Heath  
Sussex RH16 1DN  
E: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if your request is clearly unjustified or excessive.

**We** want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/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.

## **12. Compensation Scheme**

Astrenska 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)