

Van Optional Additional Products Booklet

Please keep this booklet with your Van policy documents in a safe place

The products in this booklet only apply if shown in your Van Insurance
Schedule



These optional products only apply if shown in your Van Insurance Schedule

This additional booklet contains the key facts and policy wording for all optional products we offer. Please check your Van Insurance Schedule to confirm which optional additional products you have on your policy. We strongly advise you read this booklet carefully for details of the cover provided by each optional product you have purchased.

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Breakdown Essentials Policy Wording

Please check Your Policy Schedule to ensure You have the level of cover You need and read the following to help You use the service.

How to Claim

If You require assistance under this policy, please call Our 24 hour Control Centre on:

01206 714754

Please have the following information ready to give to Our Rescue Controller, who will use this to validate Your policy: -

- Your return telephone number with area code.
- Your Vehicle registration.
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to Your Vehicle.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If You have broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

What is Covered

If You cannot complete Your journey due to one of the Incidents listed below and this occurs more than a one-mile radius from Your Home Address, service will be provided. We will provide cover as detailed below in accordance with the policy wording. Cover will apply during the Period of Insurance and within the Territorial Limits (UK).

Punctures

If Your Vehicle suffers a puncture and we cannot make a roadside repair or it is unsafe or it is unsafe to do so, We will transport You, Your Vehicle and up to 6 passengers to the nearest garage able to carry out the repair or Your nominated address whichever is nearer.

Running out of fuel

If Your Vehicle runs out of fuel, We will either attend roadside and provide enough fuel to enable You to drive to a garage for full refuelling or, We will transport You, the Vehicle and up to 6 passengers to the nearest garage. You will be responsible for the cost of any fuel supplied by Our recovery operator or at the garage You are transported to. If Your Vehicle will not start after fuel has been added You will be responsible for any costs for further service.

Adding the wrong fuel

If You add the wrong fuel to Your Vehicle, We will transport You, Your Vehicle and up to 6 passengers to the nearest garage able to carry out the repair or, to Your nominated address whichever is nearer. All other costs incurred will be at Your expense.

Keys

If You lose, break or lock Your Vehicle keys in the Vehicle, We will transport you, your vehicle and up to 6 passengers to the Recovery Operator's base, your nominated garage or Your Home Address, whichever is closer. All other costs incurred will be at Your expense.

Alternative Travel and Overnight Accommodation*

If Your Vehicle cannot be repaired within the same working day or a period agreed between You and Our Rescue Controller, We will pay up to £50.00 (maximum) towards the cost of alternative transport or car hire. Or, in certain circumstances We will assist with Overnight Accommodation costs up to a maximum of £60.00 for a lone traveller or £25.00 per person up to a maximum of £175.00.

Alternative Travel can only be used to complete a journey whilst Your Vehicle is being repaired. Both Alternative Travel and Overnight Accommodation will only be offered if Your Vehicle is being repaired a minimum of 20 miles away from Your Home Address.

*These services will often be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Controller. The policy will only pay for a group 1 hire car rate. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

Caravans and Trailers

If Your Vehicle suffers an Insured Incidents and Your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length, Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where You would like Us to assist additional passenger numbers who exceed the maximum of 6, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified immediately by You contacting the company that arrange the insurance of this vehicle, please include Your policy number, the new registration, make, model and colour of Your Vehicle and the date You wish to make the change. If You do not notify them of the new Vehicle details, We may not be able to supply You with a service.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

A Home Assist is calculated using a straight line from the Home Address to the location of the Insured Incident. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.

Multiple Vehicle Policies

Multiple Vehicle policies must be registered to one address within the Territorial Limits (UK).

Definitions

Home Address

The last known address recorded on Our system where Your Vehicle is ordinarily kept.

Insured Incident

A puncture, running out of fuel, adding the wrong fuel, Vehicle keys that are lost, broken or locked in the Vehicle

Period of Insurance

The duration of this policy as indicated on Your policy schedule for a period not exceeding twelve months

Recovery Operator

The independent technician We appoint to attend the InsuredIncident.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (UK)

Great Britain and Northern Ireland.

Us, We, Our

Call Assist Ltd.

Vehicle

The car(s), motorcycle(s), or van(s) registered with Us.

You, Your

The person named as 'the insured' in the schedule.

Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

- 1. Mechanical or electrical breakdowns to the Vehicle except a puncture or contamination of fuel.
- 2. a) Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to the Vehicle with a standard towing hitch.
 - b) An Insured Incident occurring to the caravan or trailer itself.
- 3. Assistance following an accident, theft, or act of vandalism.
- 4. Service where glass or windscreens have been damaged or broken.
- 5. Flat tyres caused by failure to maintain the Vehicle in a roadworthy condition.
- 6. Where service cannot be effected because the Vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms are not immediately available to remove the wheels.
- 7. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- 8. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
- 9. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a

- Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
- 10. The recovery of the Vehicle if repairs can be carried out at or near the scene of the Insured Incident within the same working day. If recovery takes effect, We will only recover to one address in respect of any one Insured Incident.
- 11. Vehicles not registered with Us.
- 12. Any request for service if the Vehicle is being used for motor racing, rallies, public hire, private hire, any contest or speed trial or practice for any of these activities.
- 13. Minibuses or limousines.
- 14. Any claims relating to the following:
 - a) Vehicles exceeding 3,500 kg (3.5 tonnes) gross vehicle weight.
 - b) Non standard, customised or modified vehicles unless declared and agreed with Us prior to taking the insurance.
- 15. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 16. The cost of any parts, components or materials used to repair the Vehicle.
- 17. Repair and labour costs other than half an hour roadside labour at the scene.
- 18. Any winching charges or the use of specialist equipment.
- 19. The cost of draining or removing contaminated fuel.
- 20. Storage charges.
- 21. Ferry and Toll charges outside of mainland UK.
- 22. Any claim within 24 hours of the time the policy is purchased.
- 23. Any Insured Incident that occurred before the policy commenced or the Vehicle was placed on cover.
- 24. More than two callouts per policy per year.
- 25. Claims totalling more than £350 per Insured Incident.
- 26. Any costs or expenses not authorised by Our Rescue Controllers.
- 27. The cost of food, drinks, telephone calls or other incidentals.
- 28. Claims not notified and authorised prior to expenses being incurred.
- 29. The charges of any other company (including Police recovery) other than the Recovery Operator, a car hire agency or accommodation charges which have been authorised by Us.
- 30. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
- 31. Any cost that would have been incurred if no claim had arisen.
- 32. Any false or fraudulent claims.
- 33. Service if You already owe Us money.
- 34. The cost of alternative transport other than to Your destination and a return trip to collect Your repaired Vehicle.
- 35. The cost of fuel, oil or insurance for a hire Vehicle.
- 36. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Insured Incident within an agreed time.
- 37. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
- 38. Any damage to Your Vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. We will not pay for any losses that are directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of an Insured Incident.
- 39. Failure to comply with requests by Us or the Recovery Operators concerning the assistance being provided.
- 40. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
- 41. Fines and penalties imposed by courts.

- 42. Any cost recoverable under any other insurance policy that You may have.
- 43. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- 44. Any cover which is not specifically detailed within this policy.

General Conditions

Applying to all sections

- 1. This policy only entitles You to the service for the faults described above and does not cover electrical or mechanical breakdowns regardless of whether the initial fault was covered under this policy.
- 2. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
- 3. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.
- 4. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
- 5. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
- 6. Your Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK).
- 7. Vehicles must be located within the Territorial Limits (UK) when cover is purchased and commences.
- 8. If the Vehicle is beyond economical repair We have the option to offer the market value of the Vehicle to You and pay for alternative transport home.
- 9. We must be advised immediately at the time of contacting Us for assistance, if Your Vehicle is fitted with alloy wheels. If We are not advised and We are unable to provide the service promptly or efficiently through the agent who will be assisting You, You will be charged for any additional costs incurred.
- 10. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 11. The repair must be carried out if the Vehicle is recovered to a dealership and the dealership can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
- 12. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.
- 13. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
- 14. We may decline service if You have an outstanding debt with Us.

- 15. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
- 16. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
- 17. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
- 18. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
- 19. The policy is not transferable.
- 20. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your policy immediately notifying You, by letter to Your Home Address, of what action We have taken.
- 21. We may cancel the policy by sending 7 days notice to Your Home Address.
- 22. This policy has a cooling off period of 14 days from the time You receive this information. If You do not wish to continue with the insurance, We will provide a refund of premium paid, providing no claim has been made. However, a refund of premium is not available if the total duration of the policy is for a period of less than one month. If You exercise Your right to cancel, the policy will be regarded as not taken up, and cancelled from inception. You may cancel Your policy after this period, but no refund of premium is available. Please call 0344 257 8212.
- 23. We will provide cover if
 - a) You have met all the terms and conditions within this insurance.
 - b) The information provided to Us, as far as You are aware, is correct.

Should You wish to contact Us, We can be contacted by:

 Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX

■ Email: <u>enquiries@call-assist.co.uk</u>

Facsimile: 01206 364268

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered for the features and benefits shown on page 1, what is covered. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

Complaints Procedure

Any enquiry or complaint You have regarding Your policy should be addressed in the first instance to the policy administrator:

Customer Relations, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of Your policy and in particular Your policy number, to help Your enquiry to be dealt with speedily.

If You remain dissatisfied, short of court action, You can ask The Financial Ombudsman Service to review Your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. He can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4567 or 0300 123 9123.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or by visiting www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383 and is underwritten by AmTrust International Underwriters, Ltd, Registered Office: 40 Westland Row, Dublin 2, Ireland, Registered in Ireland number 169384.

Call Recording

To help Us provide a quality service, Your telephone calls may be recorded.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Services Authority. AmTrust International Underwriters, Ltd is authorised and regulated by the Irish Financial Services Authority and is licensed to operate in the United Kingdom by the Financial Services Authority, Firm Reference Number 203014.



Your cover





Terms and conditions

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

"Accident" means an Accidental crash immobilising the

insured Vehicle.

"Breakdown" means unforeseen mechanical or electrical

failure during the Period of Cover in the United Kingdom which has either immobilised Your Vehicle or made it unsafe to drive.

"Claim" means a call for assistance under this Policy.

"Home" means the address where You live in the

United Kingdom.

"Period of Cover" means the duration of Your cover as stated

in Your Policy Documents.

"Policy Documents" means this Policy wording and all associated

documentation provided to You by Your

insurer on Our behalf.

"Resident of the United Kingdom" means a person living permanently in the

United Kingdom or a person employed by a company having its registered office in the

United Kingdom.

"Specialist Equipment" is equipment not carried by RAC patrols or

RAC contractors.

"The Party/Your Party" means the persons including You, travelling

with You in the Vehicle.

"United Kingdom/UK" means England, Scotland, Wales,

Northern Ireland, the Channel Islands

and the Isle of Man.

"Vehicle" means the Vehicle specified in the Fulfilment

Material as being eligible to receive services

under this Policy.



"We/Our/Us/RAC" means RAC Motoring Services and/or RAC

Insurance Limited.

"You/Your" means the person(s) named in the Policy

Documents when driving the Vehicle, or any other person driving the Vehicle with the

owner's consent.

Important information

Disability discrimination

If You have any problems reading this booklet, You can always call Our Customer Services on 0333 202 2999 for a large font or Braille version.

Choice of law

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps.

- 1. Call the appropriate number stated in the table below.
- 2. Have to hand Your cover number and Vehicle registration.
- 3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK	0333 202 1867*	(pay call)
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^{*}Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

Services provided

Service in the UK

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Irelandonly.

Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the Roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the Roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

- 1. Breakdowns which would be prevented by routine servicing of Your Vehicle
- 2. any labour other than that incurred at the Roadside
- 3. replacing tyres or windows
- 4. missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- 5. the cost of ferry crossings, road toll and congestion charges
- 6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- 7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- 8. Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
- 9. contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
- 10. the cost of parts, fuel or other supplies
- 11. any Vehicle storage charges incurred when You are using Our services
- 12. labour at any garage to which the Vehicle is taken



- 13. Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
- 14. the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
- 15. any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
- 16. any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Recovery does not cover:

- 1. any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
- 2. the use of Recovery as a way to avoid paying repair costs
- 3. a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
- 4. service within 24 hours of commencement of this Policy.

At Home

At Home has the same terms and conditions as Roadside but with the following variations.

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

At Home does not cover:

- 1. the rectifying of failed or attempted repairs
- 2. the reimbursement of taxi fares
- 3. service within 24 hours of commencement of this Policy.



General conditions

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired.



Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Service providers

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You applyfor cover and You must keep it in that condition.

Fraud

If any Claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

General exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

- costs for anything which was not caused by the incident You are claiming for
- 2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent



- or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered
- 3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description"
- 4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
- 5. any incident affecting a Vehicle hired under the terms of Your Policy
- 6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
- 7. any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
- 8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
- 9. any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
- 10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
- 11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
- 12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
- 13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
- 14. any period outside Your Period of Cover
- 15. any Vehicle other than a car, motorcycle 49cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried)



The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

- 16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
- 17. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
- 18. Your Vehicle if it is unattended
- 19. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility
- 20. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
- 21. Any costs which are not directly covered by the terms and conditions of this Policy

Battery related faults

For battery related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.



Your right to cancel

- 1. You are entitled to cancel Your Policy up to 14 days following the commencement (or renewal) date of cover, or the date You receive Your policy documentation, whichever happens later.
- 2. If You have not made a claim within the first 14 days We will refund the cost of Your Policy.
- 3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
- 4. If You cancel the Policy after 14 days, no refund or credit will be applied.
- 5. If You do not pay for Your premium promptly, We will cancel Your Policy.
- 6. Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
- 7. To cancel Your Policy please contact Zenith Insurance on 0344 257 8212.

Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service.

Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication.

Should you have cause for complaint about any aspect of the policy sale and administration, please contact the policy administrators at:

Customer Services Manager iGO4 Limited Olympus House Staniland Way Peterborough PE4 6NA

Alternatively you can email us at complaints@zenith-insure.com.

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.



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Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at the following address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, BS32 4ZZ. Alternatively email customercareoperations@rac.co.uk

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation in the unlikely event that RAC Insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any Claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the Claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS or by visiting www.fscs.org.uk

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority.



Replacement Van Policy – 14 Days

This Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 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 Contract (Rights of Third Parties) Act 1999.

What is a Replacement Van?

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

Comprehensive insurance may not provide any replacement van in the event that *Your* van 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 Replacement Van scheme can provide a suitable van to keep *You* on the road where *Your* own van is written off after an accident, fire or theft or is stolen and not recovered.

Furthermore, the van provided will be an equivalent van to *Your* own (to a maximum of Class B) to enable *You* to continue *Your* daily life 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 van 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 0333 241 9556.

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

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

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:

Chief Executive Officer

Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Tel: 01603 420 000 Fax: 01603 420 010

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9556

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. The FSCS will meet 90% of *Your* claim, without any upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Cancellation

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. This is known as the "cooling off period". Thereafter any return premium will be discretionary.

Hire Firm

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

Hire Period

The period from the date a *Replacement Van* is delivered to *You* until the earliest of the following dates: a) the date when *You* receive a cheque in respect of the value of the *Insured Van*; or b) the end of the fourteenth day of hire.

Insured Incident

Either: a) the theft of the *Insured Van* providing the *Insured Van* remains unrecovered; or b) an accident, fire or act of malicious damage involving the *Insured Van* which causes the *Insured Van* to be *Written Off.*

Insured Person

You and any other person driving the *Insured Van* 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 Van

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

Insurer

UK Underwriting Limited on behalf of Great Lakes Reinsurance (UK) SE. UK Underwriting 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.

Replacement Van

A replacement van selected by *Us* and having an equivalent engine capacity to the *Insured van* but not exceeding Class B in any event.

Territorial Limit

England, Wales and the mainland of Scotland.

Vehicle Hire Costs

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

We, Us, Our

MotorPlus Limited

Written Off

The *Insured Van* being assessed as being both undriveable and damaged beyond the point where it would be economicalto 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.

1Where the *Insured Van* has been *Written Off* or remains unrecovered 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 *Replacement 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.

2The Replacement Van 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 Replacement Van to be delivered to You at any convenient place within the mainland of Great Britain.

4If 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 *Replacement Van, We* will arrange to pay 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 Replacement Van 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 Replacement Van if You are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the Replacement Van is used solely for Your personal use.
- 5 We will not supply a Replacement Van where the Insured Vehicle is used for racing, rallies or competitions.
- 6 We will not supply a *Replacement Van* 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 *Replacement Van* where as a result of the incident *You* report to *Us*, the *Insured Van* is neither *Written Off* nor unrecovered as the case may be.

General Conditions and Exclusions

- 1. In the event of the theft of the *Insured Van*, 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 *Replacement Van* which arises during the *Hire Period*, or pay a collision damage waiver. Full details of this will be made available before hire commences.
- 5. We will select a Hire Firm for You, and arrange for them to supply a Replacement Van suitable for Your needs.
- 6. 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*.
- 7. We can take over and conduct such a claim and/or proceedings in the Insured Person's name at any time.
- 8. We can negotiate any such claim on behalf of an Insured Person.
- 9. If *You* opt to receive a monetary payment *You* will not be entitled to claim for the provision of a Replacement Van 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.
- 10. Any Vehicle Hire Costs recovered in such a claim must be paid to Us or to Our order.
- 11. 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 Van* which has been stolen is recovered or if *You* receive a cheque in settlement of the value of an *Insured Van* which has been *Written Off*.
- 12. This Policy is written in English.
- 13. 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.

Please note that any information provided to Motorplus Limited, UK Underwriting Limited and/or Great Lakes Reinsurance (UK) SE will be processed in compliance with the provisions of the Data Protection Act 1998.

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



Replacement Van Policy – 28 Days

This Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 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 Contract (Rights of Third Parties) Act 1999.

What is a Replacement Van?

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

Comprehensive insurance may not provide any replacement van in the event that *Your* van 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 Replacemet Van scheme can provide a suitable van to keep *You* on the road where *Your* own van is written off after an accident, fire or theft or is stolen and not recovered.

Furthermore, the van provided will be an equivalent van to *Your* own (to a maximum of Class B) to enable *You* to continue *Your* daily life 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 van 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 0333 241 9556.

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

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

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:

Chief Executive Officer

Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Tel: 01603 420 000 Fax: 01603 420 010

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9556

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You*may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. The FSCS will meet 90% of *Your* claim, without any upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Cancellation

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. This is known as the "cooling off period". Thereafter any return premium will be discretionary.

Hire Firm

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

Hire Period

The period from the date a *Replacement Van* is delivered to *You* until the earliest of the following dates: a) the date when *You* receive a cheque in respect of the value of the *Insured Van*; or b) the end of the twenty eighth day of hire.

Insured Incident

Either: a) the theft of the *Insured Van* providing the *Insured Van* remains unrecovered; or b) an accident, fire or act of malicious damage involving the *Insured Van* which causes the *Insured Van* to be *Written Off.*

Insured Person

You and any other person driving the *Insured Van* 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 Van

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

Insurer

UK Underwriting Limited on behalf of Great Lakes Reinsurance (UK) SE. UK Underwriting 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.

Replacement Van

A replacement van selected by *Us* and having an equivalent engine capacity to the *Insured van* but not exceeding Class B in any event.

Territorial Limit

England, Wales and the mainland of Scotland.

Vehicle Hire Costs

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

We, Us, Our

MotorPlus Limited.

Written Off

The *Insured Van* being assessed as being both undriveable and damaged beyond the point where it would be economicalto 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.

1Where the *Insured Van* has been *Written Off* or remains unrecovered 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 *Replacement 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.

2The Replacement Van 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 Replacement Van to be delivered to You at any convenient place within the mainland of Great Britain.

4If 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 *Replacement Van, We* will arrange to pay 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 Replacement Van 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 Replacement Van if You are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the Replacement Van is used solely for Your personal use.
- 5 We will not supply a Replacement Van where the Insured Vehicle is used for racing, rallies or competitions.
- 6 We will not supply a *Replacement Van* 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 *Replacement Van* where as a result of the incident *You* report to *Us*, the *Insured Van* is neither *Written Off* nor unrecovered as the case may be.

General Conditions and Exclusions

- 1. In the event of the theft of the *Insured Van*, 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 *Replacement Van* which arises during the *Hire Period*, or pay a collision damage waiver. Full details of this will be made available before hire commences.
- 5. We will select a Hire Firm for You, and arrange for them to supply a Replacement Van suitable for Your needs.
- 6. 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*.
- 7. We can take over and conduct such a claim and/or proceedings in the Insured Person's name at any time.
- 8. We can negotiate any such claim on behalf of an Insured Person.
- 9. If *You* opt to receive a monetary payment *You* will not be entitled to claim for the provision of a Replacement Van 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.
- 10. Any Vehicle Hire Costs recovered in such a claim must be paid to Us or to Our order.
- 11. 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 Van* which has been stolen is recovered or if *You* receive a cheque in settlement of the value of an *Insured Van* which has been *Written Off*.
- 12. This Policy is written in English.
- 13. 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.

Please note that any information provided to Motorplus Limited, UK Underwriting Limited and/or Great Lakes Reinsurance (UK) SE will be processed in compliance with the provisions of the Data Protection Act 1998.

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



£300 Excess Protect

This Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

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

Important Information

This is *Your* Excess Protect *Policy*. Please spend some time reading through the *Policy* to ensure that it meets *Your* requirements. If there is anything *You* do not understand, please contact *Your* insurance broker who will be happy to assist.

This is a contract of insurance between *You* and Great Lakes Reinsurance (UK) SE. The insurance provided can refund *Your Excess*, subject to the terms, limits of indemnity, exclusions and conditions contained herein. In respect of an *Insured Event* which occurs within the *Territorial Limits* and during the *Period of Insurance* for which *You* have paid or agreed to pay the premium.

Making a Claim

In the event of a claim please do not appoint *Your* own solicitor as this will invalidate the cover provided by this *Policy*.

Note that all Claims must be reported to *Us* within 30 days of the date of the *Insured Event*.

If You need to notify a potential claim, please immediately write to Our Claims Department at the following address:

Motorplus Claims Kircam House 5 Whiffler Road Norwich NR3 2AL

Claims may be emailed to <u>claims@motorplus.co.uk</u> or notified by telephone on **0333 241 9576** quoting the reference 'Excess Protect'.

The claims line is open 24 hours a day throughout the year.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9576

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

 $\label{lem:email:complaint.info@financial-ombudsman.org.uk} Email: \textbf{complaint.info@financial-ombudsman.org.uk}$

Website: www.financial-ombudsman.org.uk

Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Cancellation Right

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. Providing You have not made a claim on the Policy any premium will be refunded in full. This is known as the "cooling off period". Thereafter any return premium will be discretionary.

Definitions

The words and phrases listed below will have the following meanings:

Accidenta

Unintentional and unpremeditated by You.

Excess

The sum that *You* are required to pay under the terms of *Your* motor insurance policy as a contribution to the *Total Loss* value or repair cost of *Your* vehicle, following an *Insured Event*.

Insured Event

An *Accidental* incident involving *Your* motor vehicle, in respect of which *You* make a claim under the terms of *Your* motor insurance policy.

Period of Insurance

The length of time that the *Policy* lasts being the lesser of the duration of the motor insurance policy to which this *Policy* is annexed or 12 calendar months.

Policy

The contract between *Us* and *You*, as set out in this document.

Policyholder

The person who has taken out this *Policy*, provided always that they are aged 19 years or over.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, rail or air directly between two of these places.

Total Loss

Damage which renders Your vehicle beyond economic repair.

We, Our, Us

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limitedare an insurers' agent and in the matters of a claim act on behalf of the insurer.

You, Your, Yourself

The *Policyholder* together with any person aged 19 years or over who is named as a driver under the *Policyholder*'s motor policy.

This Policy Will Cover

The *Policyholder* having paid the premium or agreed to pay the premium on the date of inception of this *Policy*, *We* agree to provide the Insurance described below subject to the terms, conditions, limitations and exclusions contained in this *Policy*.

Where *Your* vehicle is involved in an *Insured Event* which occurs within the *Territorial Limits* during the *Period of Insurance*, as a result of which *Your* vehicle is determined to be a *Total Loss* and *Your Excess* is deducted from its value, or is repaired and *You* are required to pay a policy *Excess*, *We* will pay to *You* the lesser of:

- a) the value of Your Excess; or
- b) the sum of £300.00.

The cover provided under this *Policy* will continue for the *Period of Insurance* or until the total sum of £300 has been paid to *You* in respect of one or more claims. If any monies paid by *Us* are subsequently recovered within the *Period of Insurance*, credit will be given for such sums accordingly.

This Policy Will Not Cover

- 1. Any claim notified more than 30 days after the date if the *Insured Event*.
- 2. Any Excess payable on warranty policies.
- 3. Any Excess in respect of any windscreen or glass damage claims.
- 4. Any Excess in respect of theft or attempted theft of personal effects.
- 5. Any Excess payable under any other section of Your motor insurance.
- 6. Any Excess in respect of a Policyholder named as a company only and not including the individual person(s) authorised by the company to drive the motor vehicle.
- 7. Any claim arising from war, invasion, other foreign hostility, civil war, rebellion, revolution, insurrection, terrorism or the usurpation of power.
- 8. Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
- 9. Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.
- 10. Any claim arising from sonic boom or other aerial noise or pressure.
- 11. Any liability *You* accept by agreement or contract without *Our* prior agreement in writing.
- 12. Any loss destruction or damage that occurs whilst *Your* motor vehicle is being used and or driven on any racetrack, circuit or other prepared course.
- 13. Any *Insured Event* which occurs whilst *Your* vehicle is being driven by someone who is under 19 years of age.

General Conditions

- 1. We may take proceedings at Our expense and in Your name to recover for Our benefit the amount of any payment made under this Policy.
- 2. If *You* were covered by any other insurance for repayment of *Your Excess, We* will pay *Our* proportionate share of *Your Excess*.
- 3. You must at all times during the *Period of Insurance* take all reasonable steps to keep *Your* vehicle safe, secure and protected from damage, whether wilful or otherwise.
- 4. We can cancel this *Policy* by giving *You* at least 7 days notice by recorded delivery letter to *Your* last known address.
- 5. If *You* claim under this *Policy* knowing that *Your* claim is false or fraudulent or misrepresented in any way, the *Policy* will be void and any claim will not be paid.

- 6. You must notify Us in accordance with the Claims Procedure set out below, as soon as reasonably possible after an Insured Event. We will not make any payment in respect of any costs, expenses or Excess incurred before We have been notified of Your claim. The amount We will pay You will be equal to the Excess which You paid or which was deducted, provided always that:
 - a) the maximum amount which *We* will pay in respect of any claim will be the value of *Your Excess* or £300, whichever is the less; and
 - b) You have paid the appropriate premium for that level of cover.
- 7. If as a result of any claim against a third party *Your Excess* is recovered from that party or their insurers, *You* must refund to *Us* any monies *We* have previously paid to *You* in respect of *Your Excess*.
- 8. 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.

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.

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

Regulated by the Ministry Of Justice in respect of regulated claims management activities.



£500 Excess Protect

This Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

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

Important Information

This is *Your* Excess Protect *Policy*. Please spend some time reading through the *Policy* to ensure that it meets *Your* requirements. If there is anything *You* do not understand, please contact *Your* insurance broker who will be happy to assist.

This is a contract of insurance between *You* and Great Lakes Reinsurance (UK) SE. The insurance provided can refund *Your Excess*, subject to the terms, limits of indemnity, exclusions and conditions contained herein. In respect of an *Insured Event* which occurs within the *Territorial Limits* and during the *Period of Insurance* for which *You* have paid or agreed to pay the premium.

Making a Claim

In the event of a claim please do not appoint *Your* own solicitor as this will invalidate the cover provided by this *Policy*.

Note that all Claims must be reported to *Us* within 30 days of the date of the *Insured Event*.

If You need to notify a potential claim, please immediately write to Our Claims Department at the following address:

Motorplus Claims Kircam House 5 Whiffler Road Norwich NR3 2AL

Claims may be emailed to claims@motorplus.co.uk or notified by telephone on **0333 241 9576** quoting the reference 'Excess Protect'.

The claims line is open 24 hours a day throughout the year.

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 Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9576

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. The FSCS will meet 90% of *Your* claim, without any upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207892 7300.

Cancellation Right

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. Providing You have not made a claim on the Policy any premium will be refunded in full. This is known as the "cooling off period". Thereafter any return premium will be discretionary.

Definitions

The words and phrases listed below will have the following meanings:

Accidental

Unintentional and unpremeditated by You.

Excess

The sum that *You* are required to pay under the terms of *Your* motor insurance policy as a contribution to the *Total Loss* value or repair cost of *Your* vehicle, following an *Insured Event*.

Insured Event

An Accidental incident involving Your motor vehicle, in respect of which You make a claim under the terms of Your motor insurance policy.

Period of Insurance

The length of time that the *Policy* lasts being the lesser of the duration of the motor insurance policy to which this *Policy* is annexed or 12 calendar months.

Policy

The contract between *Us* and *You*, as set out in this document.

Policyholder

The person who has taken out this *Policy*, provided always that they are aged 19 years or over.

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Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, rail or air directly between two of these places.

Total Loss

Damage which renders Your vehicle beyond economic repair.

We, Our, Us

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited are aninsurers' agent and in the matters of a claim act on behalf of the insurer.

You, Your, Yourself

The *Policyholder* together with any person aged 19 years or over who is named as a driver under *Policyholder*'s motor policy.

This Policy Will Cover

The *Policyholder* having paid the premium or agreed to pay the premium on the date of inception of this *Policy*, *We* agree to provide the Insurance described below subject to the terms, conditions, limitations and exclusions contained in this *Policy*.

Where Your vehicle is involved in an Insured Event which occurs within the Territorial Limits during the Period of Insurance, as a result of which Your vehicle is determined to be a Total Loss and Your Excess is deducted from its value, or is repaired and You are required to pay a policy Excess, We will pay to You the lesser of:

- a) the value of Your Excess; or
- b) the sum of £500.00.

The cover provided under this *Policy* will continue for the *Period of Insurance* or until the total sum of £500 has been paid to *You* in respect of one or more claims. If any monies paid by *Us* are subsequently recovered within the *Period of Insurance*, credit will be given for such sums accordingly.

This Policy Will Not Cover

- 1. Any claim notified more than 30 days after the date if the *Insured Event*.
- 2. Any Excess payable on warranty policies.
- 3. Any Excess in respect of any windscreen or glass damage claims.
- 4. Any Excess in respect of theft or attempted theft of personal effects.
- 5. Any Excess payable under any other section of Your motor insurance.
- 6. Any Excess in respect of a Policyholder named as a company only and not including the individual person(s) authorised by the company to drive the motor vehicle.
- 7. Any claim arising from war, invasion, other foreign hostility, civil war, rebellion, revolution, insurrection, terrorism or the usurpation of power.
- 8. Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
- Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.
- 10. Any claim arising from sonic boom or other aerial noise or pressure.
- 11. Any liability You accept by agreement or contract without Our prior agreement in writing.
- 12. Any loss destruction or damage that occurs whilst *Your* motor vehicle is being used and or driven on any racetrack, circuit or other prepared course.
- 13. Any *Insured Event* which occurs whilst *Your* vehicle is being driven by someone who is under 19 years of age.

General Conditions

- 1. We may take proceedings at Our expense and in Your name to recover for Our benefit the amount of any payment made under this Policy.
- 2. If You were covered by any other insurance for repayment of Your Excess, We will pay Our proportionate share of Your Excess.
- 3. You must at all times during the *Period of Insurance* take all reasonable steps to keep *Your* vehicle safe, secure and protected from damage, whether wilful or otherwise.
- 4. We can cancel this *Policy* by giving *You* at least 7 days notice by recorded delivery letter to *Your* last known address.
- 5. If *You* claim under this *Policy* knowing that *Your* claim is false or fraudulent or misrepresented in any way, the *Policy* will be void and any claim will not be paid.
- 6. You must notify Us in accordance with the Claims Procedure set out below, as soon as reasonably possible after an Insured Event. We will not make any payment in respect of any costs, expenses or Excess incurred before We have been notified of Your claim. The amount We will pay You will be equal to the Excess which You paid or which was deducted, provided always that:
 - a) the maximum amount which *We* will pay in respect of any claim will be the value of *Your Excess* or £500, whichever is the less; and
 - b) You have paid the appropriate premium for that level of cover.
- 7. If as a result of any claim against a third party *Your Excess* is recovered from that party or their insurers, *You* must refund to *Us* any monies *We* have previously paid to *You* in respect of *Your Excess*.
- 8. 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.

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.

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



£1000 Tools In Transit Policy Wording

About this Policy

This Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

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

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

Definitions

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Coverholder/Us/Our

Motorplus Limited who administer and manage this insurance on behalf of the *insurer*.

Excess

£100.00 being the amount which shall be borne by the *insured* in respect of each and every claim arising out of any one event (as ascertained after the application of the 'Under Insurance Condition').

Insured vehicle

The motor vehicle insured by the policy of van insurance to which this "Tools in Transit" Policy is annexed provided it is owned and operated or driven by the *insured*.

Insurer

UK Underwriting Limited on behalf of Great Lakes Reinsurance (UK) SE. UK Underwriting Limited is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a claim act on their behalf.

Insured/You/Your

The private individual, company, firm, partnership, or trading individual named on the certificate of van insurance to which this "Tools in Transit" Policy is annexed.

Period of Insurance

The remaining duration of the policy of Van insurance to which this Policy is annexed, or twelve calendar months, whichever is the lesser.

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

Property

Property belonging to or for which the *insured* is responsible incidental to their business or other activities.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.

Sum Insured

£1000.00 being the maximum amount payable by the *insurer* in respect of any one claim and in aggregate for all claims made during any *period of insurance*.

This Policy Will Cover

The *insurer* will by payment (or at the *insurer's* option by repair reinstatement or replacement) indemnify the *insured* (subject to evidence of purchase) if any part of the *property* be lost destroyed or damaged (such loss destruction or damage hereinafter termed damage) within the *territorial limits* during the *period of insurance*.

Property is insured only whilst being loaded upon, carried by, temporarily housed upon, or being unloaded from an *insured vehicle*.

The liability of the insurer in respect of any claim arising out of any one event shall not exceed the suminsured.

The *insured* must, at their own expense, take all reasonable precautions to prevent or diminish any *damage* which may give rise to liability under this Policy.

This Policy Will Not Cover

The *insurer* shall not be liable for:

- 1. the excess which is payable by the insured;
- 2. loss of market, loss of profits, delay, or any consequential loss;
- 3. loss of sheets, ropes, packing materials, damaged securing chains or toggles;
- 4. property warehoused at a rental or under a contract for storage and distribution;
- 5. money and securities;
- 6. jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment belonging to vehicle drivers or attendants;
- 7. property carried by or dispatched by the insured for hire or reward;
- 8. damage to property arising as a result of packing which was inadequate to withstand normal handling during transit;
- 9. damage caused to *property* in open vehicles owned or operated by the *insured* caused by atmospheric or climatic conditions unless the *property* is protected by vehicle sheets;
- 10. damage to *property* caused by or arising from wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;
- 11. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority;
- 12. damage to any *property* whatsoever or any loss or expense whatsoever resulting or arising therefrom or any *consequential loss* directly or indirectly caused by or contributed to or by arising from:
- a. ionising radiations from or contamination by radioactivity from any nuclear fuel of from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- b. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- c. the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
- 13. damage to *property* directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 14. terrorism; or, steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted,

anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature.

If the *insurer* asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the *insured* to prove the contrary.

Conditions

1. Under insurance

If the *property* shall, at the commencement of any damage hereby insured against, be collectively of greater value than the limit of liability then the *insured* will be considered as being their own insurer for the difference and shall bear a rateable share of the damage accordingly.

2. Vehicle security requirements

Unattended vehicle: No claim will be admitted for theft from any vehicle not individually attended unless: a) all doors, windows and other openings are left closed securely locked and properly fastened; and b) entry or access to the vehicle has been affected by forcible and violent means.

Overnight requirement: No claim will be admitted for theft in respect of *property* left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or if the vehicle is alarmed and is parked on the *insured's* driveway off-road adjacent to the private house in a well lit area.

3. Assignment

This Policy is between and binding upon the *insurer* and the *insured* and their respective successors in title, however, the Policy may not be otherwise assigned by the *insured* without prior written consent.

4. Cancellation

This Policy may be cancelled in writing at any time by the *insured* by giving immediate written notice to Motorplus Limited. The *insurer* may also cancel this Policy by giving 30 days written notice to the *insured*. In the event of cancellation the *insured* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days. There will be no refund of premium for any cancellation outside this period or if the *insured* has notified a claim during the *period of insurance*.

5. Cooling Off

You may cancel this Policy, without giving reason, by sending written notice to Motorplus Limited returning the insurance documents within 14 days of inception or within 14 days of you receiving the insurance documents (if later). Your premium will be refunded in full provided a claim has not been made against this Policy. If a claim has been made against this Policy no refund of premium will be provided.

6. Governing Law

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.

Claims Conditions

- 1. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the *insured* or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or with the connivance of the *insured*, all benefit under this Policy shall be forfeited.
- 2. On the discovery of any circumstance or event which may give rise to a claim under this Policy the insured shall:
- a. notify the coverholder as soon as reasonably practical on 0333 241 9553.
- b. give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this Policy.
- c. within 30 days after such damage or seven days in the case of damage caused by civil commotion, strikers lock out, workers or persons taking part in labour disturbances, or malicious persons if insured by this Policy), or such further time

as the *insurer* may in writing allow at the expense of the *insured* deliver to the *insurer*:

- i. full information in writing of the claim;
- ii. details of any other insurance relating to the claim;
- iii. all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and
- iv. if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- 3. No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.
- 4. The *insured* shall at the *insurer*'s request and expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the *insurer* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the *insurer* shall be or would become entitled or subrogated upon the *insurer* paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the *insurer* indemnifies the *insured*.
- 5. If at the time of any claim there is any other insurance covering the *insured's* interests in the *property* the *insurer's* liability under this Policy shall be limited to any excess over the sum recoverable or which but for the existence of this Policy would be recoverable under such insurance.
- 6. Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the *insurer*.

Any claim for which the *insurer* has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9553

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The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

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

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£5000 Tools In Transit Policy Wording

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

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

Definitions

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Coverholder/Us/Our

Motorplus Limited who administer and manage this insurance on behalf of the insurer.

Excess

£100.00 being the amount which shall be borne by the *insured* in respect of each and every claim arising out of any one event (as ascertained after the application of the 'Under Insurance Condition').

Insured vehicle

The motor vehicle insured by the policy of van insurance to which this "Tools in Transit" Policy is annexed provided it is owned and operated or driven by the *insured*.

Insurer

UK Underwriting Limited on behalf of Great Lakes Reinsurance (UK) SE. UK Underwriting Limited is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a claim act on their behalf.

Insured/You/Your

The private individual, company, firm, partnership, or trading individual named on the certificate of van insurance to which this "Tools in Transit" Policy is annexed.

Period of Insurance

The remaining duration of the policy of Van insurance to which this Policy is annexed, or twelve calendar months, whichever is the lesser.

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company

sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

Property

Property belonging to or for which the *insured* is responsible incidental to their business or other activities.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.

Sum Insured

£5000.00 being the maximum amount payable by the *insurer* in respect of any one claim and in aggregate for all claims made during any *period of insurance*.

This Policy Will Cover

The *insurer* will by payment (or at the *insurer's* option by repair reinstatement or replacement) indemnify the *insured* (subject to evidence of purchase) if any part of the *property* be lost destroyed or damaged (such loss destruction or damage hereinafter termed damage) within the *territorial limits* during the *period of insurance*.

Property is insured only whilst being loaded upon, carried by, temporarily housed upon, or being unloaded from an *insured vehicle*.

The liability of the insurer in respect of any claim arising out of any one event shall not exceed the sum insured.

The *insured* must, at their own expense, take all reasonable precautions to prevent or diminish any *damage* which may give rise to liability under this Policy.

This Policy Will Not Cover

The insurer shall not be liable for:

- 1. the excess which is payable by the insured;
- 2. loss of market, loss of profits, delay, or any consequential loss;
- 3. loss of sheets, ropes, packing materials, damaged securing chains or toggles;
- 4. property warehoused at a rental or under a contract for storage and distribution;
- 5. money and securities;
- 6. jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment belonging to vehicle drivers or attendants;
- 7. property carried by or dispatched by the insured for hire or reward;
- 8. damage to property arising as a result of packing which was inadequate to withstand normal handling during transit;
- 9. damage caused to *property* in open vehicles owned or operated by the *insured* caused by atmospheric or climatic conditions unless the *property* is protected by vehicle sheets;
- 10. damage to *property* caused by or arising from wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;
- 11. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority:
- 12. damage to any *property* whatsoever or any loss or expense whatsoever resulting or arising therefrom or any *consequential loss* directly or indirectly caused by or contributed to or by arising from:
- a. ionising radiations from or contamination by radioactivity from any nuclear fuel of from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- b. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- c. the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
- 13. damage to property directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at

sonic or supersonic speeds;

14. terrorism; or, steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature.

If the *insurer* asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the *insured* to prove the contrary.

Conditions

1. Under insurance

If the *property* shall, at the commencement of any damage hereby insured against, be collectively of greater value than the limit of liability then the *insured* will be considered as being their own insurer for the difference and shall bear a rateable share of the damage accordingly.

2. Vehicle security requirements

Unattended vehicle: No claim will be admitted for theft from any vehicle not individually attended unless: a) all doors, windows and other openings are left closed securely locked and properly fastened; and b) entry or access to the vehicle has been affected by forcible and violent means.

Overnight requirement: No claim will be admitted for theft in respect of *property* left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or if the vehicle is alarmed and is parked on the *insured's* driveway off-road adjacent to the private house in a well lit area.

3. Assignment

This Policy is between and binding upon the *insurer* and the *insured* and their respective successors in title, however, the Policy may not be otherwise assigned by the *insured* without prior written consent.

4. Cancellation

This Policy may be cancelled in writing at any time by the *insured* by giving immediate written notice to Motorplus Limited. The *insurer* may also cancel this Policy by giving 30 days written notice to the *insured*. In the event of cancellation the *insured* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days. There will be no refund of premium for any cancellation outside this period or if the *insured* has notified a claim during the *period of insurance*.

5. Cooling Off

You may cancel this Policy, without giving reason, by sending written notice to Motorplus Limited returning the insurance documents within 14 days of inception or within 14 days of you receiving the insurance documents (if later). Your premium will be refunded in full provided a claim has not been made against this Policy. If a claim has been made against this Policy no refund of premium will be provided.

6. Governing Law

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.

Claims Conditions

- 1. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the *insured* or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or with the connivance of the *insured*, all benefit under this Policy shall be forfeited.
- 2. On the discovery of any circumstance or event which may give rise to a claim under this Policy the *insured* shall:
- a. notify the coverholder as soon as reasonably practical on 0300 241 9553.

b. give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this Policy.

c. within 30 days after such damage or seven days in the case of damage caused by civil commotion, strikers lock out, workers or persons taking part in labour disturbances, or malicious persons if insured by this Policy), or such further time as the *insurer* may in writing allow at the expense of the *insured* deliver to the *insurer*:

i. full information in writing of the claim;

ii. details of any other insurance relating to the claim;

iii. all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and

iv. if demanded - a statutory declaration of the truth of the claim and of any matter connected with it.

- 3. No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.
- 4. The *insured* shall at the *insurer's* request and expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the *insurer* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the *insurer* shall be or would become entitled or subrogated upon the *insurer* paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the *insurer* indemnifies the *insured*.
- 5. If at the time of any claim there is any other insurance covering the *insured's* interests in the *property* the *insurer's* liability under this Policy shall be limited to any excess over the sum recoverable or which but for the existence of this Policy would be recoverable under such insurance.
- 6. Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the *insurer*.

Any claim for which the *insurer* has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager Motorplus Limited Kircam House Whiffler Road NORWICH NR3 2AL

Telephone: 0333 241 9553

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You*may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. The FSCS will meet 90% of *your* claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, UK Underwriting Limited and/or Great Lakes Reinsurance (UK) SE will be processed in compliance with the provisions of the Data Protection Act 1998.