

## Replacement Vehicle Policy Wording

### Introduction

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

Churchill van insurance is arranged and administered by Brightside Insurance Services Ltd. This replacement vehicle policy will run concurrently with **your** Churchill van **insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

### Who is your insurer?

This insurance has been arranged by Brightside Insurance Services Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

### Certification of cover

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

### Important

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motor insurance policy with Churchill van insurance. If **your** Churchill **motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

### Who administers your policy?

Claims are managed by the **administrator** who have appointed the **hire firm** to deal with any claims covered by this policy. Telephone lines are open 9am to 5pm Monday to Friday, excluding bank holidays. All calls are recorded for training, compliance, claims and counter fraud purposes.

### Language

**You** will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'definitions' section at the end of this document.

Please contact Churchill van insurance on 0333 222 1042 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Churchill van insurance.

## What does the policy cover and what will it pay out?

### Events

During the **period of insurance** and within the **territorial limits** the policy will cover the **insured vehicle** if rendered a **total loss** or **undriveable** following:

- A road traffic accident which is **your** fault;
- Fire, vandalism, or attempted theft; or
- The **insured vehicle** is stolen and not recovered.

### Benefits

The policy will pay the following benefits if one of the above events occur:

- **We** will supply **you** with a **replacement vehicle** delivered to **you** until:
  - The date when **you** receive a settlement in respect of the value of the **insured vehicle**; or
  - The date on which the **insured vehicle** is repaired or replaced under the terms of your **motor insurance policy**; or
  - The date on which the **insured vehicle** is recovered in the event of theft.

All of the above is subject to a maximum of 14 days.

- If, for whatever reason, it is not possible to provide **you** with a **replacement vehicle** we will contribute up to £20 per day towards transportation costs up to a maximum of 14 days.
- A maximum of 2 claims can be made during the **period of insurance**.

## What is not covered?

The policy will not pay out for the following:

- The supply of a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire;
- Any hire vehicle costs incurred before **our** acceptance of a claim or not arranged through **us**;
- Any additional hire charges due after 14 days of hire;
- Any hire vehicle costs after **your insured vehicle** is replaced; settlement received for the value of the **insured vehicle** or where the **insured vehicle** is recovered in the event of theft;
- Any hire vehicle costs where the **insured incident** has not been reported under **your motor insurance policy**;
- Any **vehicle hire costs** as a result of theft which has not been reported to the police and/or a crime reference number has not been obtained;
- Any costs of fuel, fares, fines or fees relating to the **replacement vehicle** whilst in **your** possession;
- The supply of a **replacement vehicle** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for **your** personal use only;
- The supply of a **replacement vehicle** where the **insured vehicle** is used for racing, rallies or competitions;
- Any claims arising where there is any allegation that the **insured person** had consumed alcohol or illegal drugs;
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

# Conditions and limitations

The following conditions apply to **your** policy:

## Consumer Insurance (Disclosure and Representations) Act 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **you** purchased the policy and to make sure that all information supplied to **us** is true and correct. This also applies if **you** wish to make any changes to **your** policy during the **period of insurance** or if **you** make a claim under this policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

## Transferring your interest in the policy

**You** cannot transfer **your** interest in the policy to anyone else.

## How to make a claim

If **you** want to make a claim on the policy please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;
- Contact the claims line on 0344 571 3107 as soon as possible;
- In the event of theft, **you** must report the incident to the police as soon as possible and obtain a crime reference number. **You** will be required to provide **your** crime reference number to the **hire firm**;
- If **you** have a valid claim, **we** will arrange for the delivery of a **replacement vehicle** to **you** within 1 working day of the claim being accepted;
- **You** may ask for the **replacement vehicle** to be delivered to **you** at any convenient place within the **territorial limits**;
- **You** must keep the **hire firm** fully informed at all times of all matters relating to **your** motor insurance claim and in particular must notify them immediately if the **insured vehicle** is replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.

## Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Churchill van insurance on 0333 222 1042 or writing to:  
Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

**If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.**

## Insurer's right to cancel

This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

**We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

## Customer service and complaints

### Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Churchill van insurance on 0333 222 1042 or writing to Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

### Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Customer Relations Team, PO Box 1193, Doncaster DN1 9PW.

Tel: 0330 102 6060

email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## Legal and regulatory information

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Churchill van insurance, **we** treat it as having been received by **us**.

### The law & legal proceedings applicable to this insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

### Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

### Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### Hire Firm

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

### Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

### Motor insurance policy

The Churchill van insurance policy that has been issued to **you** for the **insured vehicle**.

### Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

### Policy schedule

The document which forms part of the **motor insurance policy** contract alongside which **you** bought this policy. It contains **your** name and address and details of the **insured vehicle**.

### Replacement Vehicle

A replacement car not exceeding 2,000cc or a standard commercial vehicle having an equivalent engine capacity to the **insured vehicle**. If the **insured vehicle** is a standard commercial vehicle, a standard commercial vehicle will be provided of equivalent specification to the **insured vehicle** but not exceeding 3.5 tonnes in any event.

### Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

### Total loss

The **insured vehicle** is damaged and is determined to be beyond economical repair by the insurer that provides the cover for **your motor insurance policy**.

### Undriveable

Damaged in a manner which (albeit temporarily) renders it unfit for lawful use on a public highway within the **territorial limits** or is off the road being repaired.

### United Kingdom/UK

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

### We/us/our/insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

### You/your

The person whose name is shown on the **policy schedule** as the insured person.