

computerquoteinsurance.com



Replacement Vehicle Insurance Policy Wording

24/7 Claims Helpline
0800 328 5552

Computerquote Insurance Replacement Vehicle Insurance Policy

Welcome to QDOS Accident Assistance Ltd

Thank you for choosing Computerquote Insurance to provide your Replacement Vehicle Insurance Policy, which is arranged and administered by QDOS Accident Assistance Ltd and underwritten by Financial & Legal Insurance Company Limited.

A summary of the cover provided by this Policy is shown in the Insurance Product Information Document [IPID].

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (Financial & Legal) and you (the person shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured, What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy and the Insured Incidents shown as Included in the Certificate of Insurance, in respect of claims reported during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this Policy

We/Us/Our

means Financial & Legal Insurance Company Limited

You/Your

means the person shown as the Policyholder in the Certificate of Insurance attached to this Policy.

Insured Vehicle

means any motor vehicle insured by the motor insurance policy with which this Insurance Policy is issued.

Insured Person

Means **You**.

Replacement Vehicle

means a vehicle selected by QDOS Accident Assistance Ltd and having an engine capacity equivalent to the **Insured Vehicle** but not exceeding class S2 [for example VW Polo 1.2, Vauxhall Corsa 1.2 or equivalent] or for commercial vehicles, class PV2 [for example Renault Traffic SWB 2.0, Ford Transit SWB Low Roof 2.0 or equivalent].

Write /Written Off

A damaged motor vehicle which, in the opinion of an independent motor engineer acceptable to the motor insurer

of the **Insured Vehicle**, is not repairable or one which would cost more to repair than the **Insured Vehicle** was worth before the damage occurred.

Territorial Limits

means the United Kingdom, the Channel Islands and the Isle of Man, the European Union countries including Switzerland, Norway, in respect of Insured Incident 1 under What IS Insured.

What is Insured

We will, subject to What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents shown as Included in the Certificate of Insurance and which are set out below.

Provided that:

1. The claim is reported to **Us**
 - a. during the Period of Insurance, and
 - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
2. The **Insured Person** follows the advice provided to them by **Our** Claim and Helpline Service.
3. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Helpline Service.

We will not pay:

- a. more than the number of claims shown in the Certificate of insurance in any one Period of Insurance.
- b. the amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

Insured Incidents

1. Replacement Vehicle

- a. If the **Insured Vehicle** is un-driveable or un-roadworthy following:
 - any incident resulting in the **Insured Vehicle** being **Written Off**
 - theft, attempted theft, malicious damage and/or vandalism for which there is a claim under the motor policy with which this insurance policy is issued.

We will provide **You** with a **Replacement Vehicle**.

- b. The **Replacement Vehicle** will be for a period up to and not exceeding the maximum number of days shown in the Certificate of Insurance.
- c. If stolen, the **Insured Vehicle** must be unrecovered for 48 hours before the supply of a **Replacement Vehicle** and the theft must be reported to the Police and a crime reference number obtained.
- d. If the **Insured Vehicle** is involved in a theft, attempted theft, malicious damage and/or vandalism the incident must be reported to the police and a valid crime reference obtained prior to the provision of a **Replacement Vehicle**.

- e. The provision of the replacement vehicle by **Us** is conditional upon **You** advising **Us** as soon as practicable, and at the latest within 24 hours of:
- **You** receiving an offer of settlement by the motor insurer of the **Insured Vehicle** or any third party;
 - **You** receiving a settlement cheque from the motor insurer of the **Insured Vehicle** or any third party;
 - **You** being offered or becoming entitled to a courtesy vehicle that is a suitable near equivalent to the **Insured Vehicle** or **Replacement Vehicle** as shown in **Your** Certificate of Insurance, from any source;
 - Rejection of **Your** claim by the motor insurer.
 - **You** cancelling **Your** claim with **Your** motor insurer.
- f. The **Replacement Vehicle** will be collected before the number of days shown in the Certificate of Insurance if:
- The **Insured Vehicle** is recovered and is repairable or has already been repaired; or
 - 5 working days have elapsed after **You** receive a settlement cheque from the motor insurer of the **Insured Vehicle** or any third party; or
 - 2 working days have elapsed after **You** receive a settlement by BACS from the motor insurer of the **Insured Vehicle** or any third party; or
 - The motor insurer refuses **Your** claim; or
 - **You** cancel **Your** claim with **Your** motor insurer.
- g. The **Replacement Vehicle** will be covered by a motor insurance policy issued by the hire rental company. **You** must be able to satisfy all the requirements of the hire rental company including meeting their insurance policy criteria, their minimum driver age, and they must sign and adhere to their terms and conditions.
- h. In the event that the **Replacement Vehicle** cannot be supplied because you do not meet the hire terms and conditions, then **We** will either at **Our** discretion;
- i. Pay a cash benefit up to £150 per insured event; or
 - ii. Cover the cost of alternative public transport up to a maximum of £300 per insured event on receipt of valid receipts and/or tickets.

NOTE

You may at **Your** discretion and with the agreement of the hire rental company, pay additional charges to extend the hire beyond the number of days shown in the Certificate of Insurance. Such extension will be outside of the terms of the Insurance Policy.

What IS NOT Insured

1. Prior Claims

Any claim or incident which may lead to a claim and which **You** knew about or ought reasonably to have known about before the start of this Policy.

2. Prior Costs and Costs and Expenses we do not Authorise

Any costs incurred before a claim is made and any costs and expenses which **We** do not authorise.

3. Vehicle Security

Any claim relating to theft or taking without consent of the **Insured Vehicle** if the keys or keyless entry system are left unsecured, unattended or left in an unattended **Insured Vehicle**.

4. Dishonesty, Violence and Fraud

Any claim:

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**.
- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. Deliberate Acts

Any claim that arises or may arise as a result of a deliberate action by **You** or anybody associated with **You**.

6. Judicial Review, Mediation or Arbitration

Any claim directly or indirectly relating to or resulting from:

- a. A judicial review.
- b. Mediation or arbitration.

7. Bankruptcy, Liquidation or Receivership

Any claim where **You** are bankrupt, in liquidation, have made an arrangement with **Your** creditors, have entered into a Deed of Arrangement or where part or all of **Your** affairs or properties are in the care or control of a receiver or an administrator.

8. Disqualified Drivers

Where, at the date of the Insured Incident, **You** have never held or have been disqualified from holding or obtaining a driving licence.

9. Other Insurance

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

10. Fines and Penalties

Fines, damages or other penalties which **You** are ordered to pay by a court or other authority.

11. Disputes with Us

Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies (MSL Legal Expenses Limited and MSL Vehicle Solutions Limited).

12. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

13. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Hire Criteria

A **Replacement Vehicle** will not be supplied to any person who does not meet the hire firm's standard terms and conditions of hire in force at the date that the Insured

Incident was reported to **Us**. In this case, **We** may consider providing an alternative cash benefit or paying alternative public transport costs as per What IS Insured.

15. Vehicle Use

We will not supply a **Replacement Vehicle**, in the event that:

- a. the **Insured Vehicle** is a taxi or private hire vehicle, if **You** are a self drive hire operator;
- b. **You** are a motor trader and the **Replacement Vehicle** will not be used solely for **Your** own personal use;
- c. The **Replacement Vehicle** will be used for racing, rallies or competitions.

16. Vehicle Condition

We will not supply a **Replacement Vehicle** where at the time of the incident, the **Insured Vehicle** was:

- a. not roadworthy;
- b. not covered by a valid, current MOT certificate (where this was required at the time);
- c. not covered by a valid, current operator's licence (where this was required at the time);
- d. being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988;
- e. being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence).

17. Hire Period/Costs

If **You** receive a settlement or it happens that the **Insured Vehicle** is driveable during any period after your hire period has ended (if your hire period ends early), but before the expiry of the maximum hire period, **We** reserve the right to recover the vehicle hire costs from **You**.

18. Data

Any consequence, however caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted. For the purpose of this document, Electronic Data shall refer to facts, concepts and information stored to form useable 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.

For the purpose of this policy, Computer Virus shall mean 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.

19. Collision Damage Waiver

We will not pay the costs incurred for the purchasing of a collision damage waiver from the hire firm, or in the event of **You** being involved in an accident whilst driving the **Replacement Vehicle**, the cost of any excess imposed by the hire firm in the event that **You** have not purchased a collision damage waiver.

Claim Settlement Provisions

1. Reasonable Precautions

You must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

2. When **You** must report a claim to **Us**

You must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** in-house claims negotiators

4. Conduct of the Claim

You must

- a. Provide, at the **Your** own expense, **us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim.
- b. Cooperate fully with **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- c. Take all reasonable steps to minimise the amount payable under this Policy.
- d. Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser. **We** may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

5. New Rule

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

6. Third Party Rights

Unless expressly stated in this insurance, nothing in this

insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

7. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

8. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. Recoveries

We reserve the right, at **Our** own expense, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

10. Conditions of Hire

You must abide by the hire firm's terms and conditions of hire at all times during the hire period. These terms and conditions will be made available to **You** before **You** opt to accept a **Replacement Vehicle**.

If **You** do not meet these terms and conditions, a cash benefit of up to £150 per insured event may be payable as noted in What IS Insured. This benefit will be paid at **Our** discretion and only when they are satisfied that a **Replacement Vehicle** cannot be provided to you by the hire firm. Alternatively, **We** may consider the cost of alternative public transport up to £300 per insured event as noted in What IS Insured.

You will generally be required to return the **Replacement Vehicle** at the end of the hire period to an agreed location with a full tank of fuel, unless the hire firm agree otherwise.

You will be required to present the following documents to the hire company:

- a. Valid motor insurance policy documents including a current certificate of motor insurance if **You** are arranging **Your** own insurance;
- b. Driving licence photocards and licence summaries/unique codes (obtainable from the DVLA for yourself and any other insured drivers **You** wish to drive the **Replacement Vehicle**);
- c. Proof of address/residency, such as utility bill.

If **You** do not provide these documents and, if applicable, a crime reference number **You** will not be provided with a **Replacement Vehicle** and **Your** claim will not be covered under this Policy.

You must pay the insurance excess arising on any claim relating to the **Replacement Vehicle** which arises within the hire period or pay any collision damage waiver. Full details of this will be made available before hire commences.

Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and date portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

How to Make a Claim 24/7 Claims Helpline 0800 328 5552

If **You** need to contact **Us** or need to make a claim **You** can call Us on 0800 328 5552, or write to QDOS Computerquote Claims, First Floor, Barfield House, 26 Alderley Road, Wilmslow, Cheshire SK9 1PL.

*Please note that any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.*

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

How to Make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

The Managing Director
QDOS Accident Assistance Ltd
First Floor, Barfield House, 26 Alderley Road,
Wilmslow, Cheshire SK9 1PL.

Telephone: 01625 526961

Or by E-mail: teamqdos@qdosassist.co.uk

Please quote the certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **You**. Where this is not possible, **Your** insurer will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, they will write to **You** and let **You** know what further action they will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of the letter in response to **Your** Complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Please read your policy documents carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

under no 202915. Registered in England under Company No. 03034220.

QDOS Accident Assistance Ltd Registered Office: 93 Market Street, Farnworth, Bolton, BL4 7NS. QDOS Accident Assistance Ltd is regulated by the Claims Management Regulator in respect of regulated claims management activities CRM 1504. QDOS Accident Assistance Limited, registered in England and Wales. Registration number 5179995. Authorised and regulated by the Financial Conduct Authority under No. 536602. Computer Quote is a trading name of Stride Limited. Registered Office 3 Acorn Business Centre, Northarbour Road, Portsmouth, Hampshire PO6 3TH. Registered in England No. 1122247. Stride Limited is authorised and regulated by the Financial Conduct Authority

FLI. QDOS R.VEH. 03/2018