

21 Day Replacement Vehicle Policy Wording

Terms and Conditions

This is to confirm that IGI Insurance Company Limited will provide the cover described below during the period of **Your Policy**. Cover is subject to the terms and conditions that follow. Payment of the Replacement Vehicle **Policy Premium** must be made before cover is provided.

Albany Assistance Ltd or a supplier of Albany Assistance Ltd provides the benefits under this **Policy**. Albany Vehicle Rentals Limited (AVR Ltd) or a supplier of AVR Ltd provides the **Hire Vehicle** under this **Policy**; but the contract is between IGI Insurance Company Limited and the **Policyholder**.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:

Administrator

Direct Group Limited, Direct House, White Rose Way, Doncaster, South Yorkshire DN4 5NU telephone number 0844 412 4093, who administer this **Policy** on **Our** behalf. Direct Group Limited is authorised and regulated by the Financial Services Authority.

Hire Vehicle

A Group PBM06 vehicle up to a maximum of 3.0 litres (ABI Group P6) provided by AVR Ltd, within the Territorial Limits e.g. 3.0 litre prestige manual car.

Insured Incident

A road traffic accident or stolen recovered incident that makes the **Insured Vehicle** a total loss or immobile as decided by the motor insurer if the damage is covered under the current motor insurance policy OR, by the **Third Party** **You** are claiming against for **Your** losses OR, by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the **Insured Vehicle** is stolen and it is not recovered.

Insured Person/You/Your

A full driving licence holder aged 18 years and over named as the insured on the current certificate of motor insurance issued through Peart Insurance Brokers Ltd, Performance Marque or Central Insurance Services Ltd. (Spouse includes their Common Law and/or Civil Law partner).

Insured Vehicle

Any motor vehicle insured through Peart Insurance Brokers Ltd, Performance Marque or Central Insurance Services Ltd that is covered under the current motor insurance certificate, and for which a **Premium** has been paid for Replacement Vehicle cover.

Period of Insurance

The period of the motor insurance policy which runs at the same time as this **Policy** and does not exceed 12 months.

Policy

This policy of insurance.

Policyholder

The person who has taken out this **Policy**.

Premium

The payment, which needs to be paid to Peart Insurance Brokers Ltd, Performance Marque or Central Insurance Services Ltd by **You** to get the benefit of this **Policy**, except that **We** or Peart Insurance Brokers Ltd, Performance Marque or Central Insurance Services Ltd may, at **Our** or their absolute discretion, waive **Your** need to pay.

Provider

AVR Ltd (Albany Vehicle Rentals Limited).

Territorial Limits

England, Wales, Scotland and Northern Ireland, Isle of Man and the Channel Islands (for residents only).

Third Party

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder** (as defined in this **Policy**).

Underwriters

IGI Insurance Company Limited.

We/Us/Our

AVR Ltd and/or the **Underwriters**.

What is Covered

- This insurance gives up to 21 days of continuous vehicle hire within the **Territorial Limits** following an **Insured Incident** during the **Period of Insurance** and within those **Territorial Limits**.
- A maximum of two claims in the **Period of Insurance** can be made.

You may extend the hire by contacting Albany Assistance Ltd on 0800 0858 134 who will then contact AVR Ltd to arrange this. A discounted rate is available to Peart Insurance Brokers Ltd, Performance Marque and Central Insurance Services Ltd customers.

The **Hire Vehicle** must be returned to AVR Ltd or their agents no later than 48 hours after payment is issued to the **Policyholder** based on the insurance company's total loss valuation of their claim OR no later than the 21st day of hire (whichever comes first).

How to Claim Your Hire Vehicle

Following an **Insured Incident**, **You** must report it immediately to **Your** motor insurance company (Helpline telephone number shown on **Your** Motor Policy), and to the Police if the **Insured Vehicle** was stolen.

Please only call the **Administrator** on 0844 412 4093 (calls will be recorded for training, compliance and claims purposes) to obtain **Your Hire Vehicle**.

The **Administrator** will advise AVR Ltd, who will contact **You** to arrange the supply of a **Hire Vehicle**.

Conditions

You should note that the following conditions apply in all circumstances:

- You** must pay a security/fuel deposit when **You** collect the **Hire Vehicle**. This is refundable on return, provided it is free from damage and has the same amount of fuel as when collected.
- when collecting the **Hire Vehicle**, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill.
- You** must have a valid motor insurance policy through Peart Insurance Brokers Ltd to claim on this cover.
- Hire Vehicles** are provided in line with AVR Ltd or its agent's standard requirements, terms and conditions which all drivers must meet.
- a **Hire Vehicle** will only be provided once **We** get confirmation from the **Insured Person's** motor insurance company OR the **Third Party** OR (at **Your** expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, that the **Insured Vehicle** is a total loss. The **Hire Vehicle** will not be provided until this information is received.
- if the **Insured Vehicle** has been stolen **You** must give a police crime reference number before a **Hire Vehicle** can be provided.
- the **Insured Person** may have to provide comprehensive insurance for the **Hire Vehicle**.

We must draw **Your** attention to the additional terms and conditions of AVR Ltd, which are held by Peart Insurance Brokers Ltd or Central Insurance Services Ltd, and can be viewed on request. They may affect the provision of the **Hire Vehicle**.

What is Not Covered

The following are not covered under this insurance:

- all fuel, fares, fines and fees relating to the **Hire Vehicle** while **You** hire it.
- any claim where the **Insured Vehicle** was being used for hire or reward.
- any claim where the motor insurer does not provide cover under the terms of the underlying motor insurance policy.
- any further hire charges due after the first 21 days hire, OR more than 48 hours after payment is issued under the terms of the underlying motor policy for a total loss or stolen not found incident, whichever comes first.
- any claim where the **Insured Vehicle** has been stolen and has not been reported to the Police.

- f) act of God, attempted theft, fire, malicious damage or vandalism.
- g) any claim reported to the **Administrator** more than 14 days after the **Insured Incident**.
- h) any claim for a **Hire Vehicle** more than five days after the **Insured Vehicle** has been determined a total loss.
- i) sea transit charges for the delivery and collection of the **Hire Vehicle**.
- j) any claim due to a deliberate non-disclosure or criminal act, which is found to the **Provider's** satisfaction to be of a fraudulent or false nature. The **Insured Person** will be held responsible for any costs paid or due where this happens.
- k) any excess payable in the event of a claim involving the **Hire Vehicle**.
- l) any **Insured Incident**, which happened before the **Policy** started.
- m) any claim that arises from **Your** unlawful use of drink or drugs.
- n) any claim covered under any other policy, or any claim that would have been covered by another policy if this **Policy** did not exist.

For general advice about cover under this **Policy**, please contact the **Administrator** on 0844 412 4093 (calls will be recorded for training, compliance and claims purposes).

Notice to the Insured Person

- a) The **Insured Person** must take all reasonable steps to keep down the costs of the claim.
- b) The **Insured Person** must pay to the **Provider** any costs, charges or fees recovered from the **Third Party** to the extent of the sums indemnified under this **Policy**.
- c) The **Insured Person** should take all action possible to recover any costs, charges or fees the **Provider** may have paid or is due to pay. If any amounts are recovered they must be paid to the **Provider**.
- d) When hire of a replacement vehicle ends, the **Provider** can take over and if necessary take proceedings in the name of the **Insured Person** to recover the hire costs from the **Third Party**.

Albany Vehicle Rentals Limited is the **Provider** of the **Hire Vehicle** under the Replacement Vehicle cover; but the contract is between the **Underwriters** and the **Policyholder**.

Cancellation Right

We hope **You** are happy with the cover this **Policy** provides. However, if after reading **Your Policy**, this insurance does not meet with **Your** requirements, please return it to Central Insurance Services Ltd, within 14 days of issue and **We** will refund **Your Premium**. Thereafter, **You** may cancel **Your Policy** at anytime however no refund of **Premium** will be available. Please write to: Central Insurance Services Ltd, Crown House, Prospect Road, Arnhall Business Park, Westhill, Aberdeen, AB32 6FE or telephone 0800 9549877.

We and Central Insurance Services Ltd can cancel this **Policy** at any time as long as **We** or Central Insurance Services Ltd tells **You** at least 21 days before.

How to Make a Complaint

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

If **You** have questions or concerns about the sale of this insurance, please contact: The Compliance Director, Central Insurance Services Ltd, Crown House, Prospect Road, Arnhall Business Park, Westhill, Aberdeen, AB32 6FE.

If **You** have a complaint about the **Policy**, **You** can contact Albany Assistance Limited. **We** will contact **You** within five days of receiving **Your** complaint to tell **You** what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks then **You** will be told when **You** can expect an answer.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your** claim. Please call **Us** on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to **Your** satisfaction please write to, The Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham NG1 6FG. Telephone number 0115 941 1022.

If **We** have not given **You** an answer within eight weeks, **You** will be told how **You** can take **Your** complaint to the Financial Ombudsman Service for review.

If **You** are still not satisfied **You** can contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights **You** may have.

Governing Law and Language

This **Policy** is governed by and interpreted with English Law. All communication will be in English.

Whole Agreement

This **Policy** contains the entire agreement between the **Policyholder** and any **Insured Person** claiming under it and the **Underwriters** and **Us** on their behalf. No other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

This **Policy** is administered by Direct Group Limited (FSA Regulation: 307332), Direct House, 4 Sidings Court, White Rose Way, Doncaster, South Yorkshire DN4 5NU, and is underwritten by IGI Insurance Company Limited (Registered No. 1229676. FSA Regulation: 202189) Market Square House, St James's Street, Nottingham, NG1 6FG. (Home State: United Kingdom). Albany Vehicle Rentals Limited (AVR. Ltd), Head Office: Fleet House, Wilcock Road, Old Boston Trading Estate, Haydock, St Helens, Merseyside WA11 9SJ (or a supplier of AVR Ltd) provides the **Hire Vehicle**. **You** can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

IGI Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

Signed for on behalf of IGI Insurance Company Limited



K W WARDELL
Managing Director

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