

Replacement Van Insurance Policy

This policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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.

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 rendered undriveable or stolen and not recovered. Where a courtesy vehicle is offered, 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 rendered Undriveable by an accident (excluding glass, fire or malicious damage claims) or where it is stolen and not recovered.

Furthermore, the Van provided will be an equivalent Van to *Your* own (to a maximum short wheelbase Transit type) to enable *You* to continue *Your* daily life and work within the UK without unnecessary inconvenience.

Definitions

We, Us, Our

MotorPlus Limited trading as ULR Norwich

You, Your

The person who has taken out this Policy providing that they are a permanent resident of England, Wales or Scotland over the age of 21 years or alternatively a permanent resident of Northern Ireland over the age of 23 years.

Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

Insured Van

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

Replacement Van

A replacement commercial Van selected by *Us*, being a short wheel base Transit van or similar and, where possible having an equivalent engine capacity to the *Insured Van*.

Van Hire Costs

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

Hire Period

The period from the date a *Replacement Van* is delivered to *You* until the earliest of the following dates:

- a) the third day after a cheque is issued to *You* in respect of the value of the *Insured Van*; or
- b) the end of the fourteenth or twenty-eighth day of hire (depending on the level of cover requested).

Hire Firm

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

Limit of Cover

Two claims in any one *Period of Insurance* provided always that the total aggregate number of days hire does not exceed either fourteen or twenty-eight days (depending on the level of cover requested).

Territorial Limit

The United Kingdom.

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.

Undriveable

The *Insured Van* being assessed as being unroadworthy (except by reason of glass damage, fire or malicious damage). In the event that *You* are comprehensively insured, such assessment must be made by *Your* motor insurers. In the event that *Your* motor insurance is not comprehensive, such assessment will be made by *Us* or (if the *You* are not responsible for the accident) by the insurers of the party responsible for the accident.

Insured Incident

Either:

- a) the theft of the *Insured Van* providing the *Insured Van* remains unrecovered; or
- b) damage to the *Insured Van* which causes the *Insured Van* to be rendered *Undriveable*.

This Policy Will Cover

1. Subject to the *Limit of Cover*, where the *Insured Van* has been rendered *Undriveable* or remains unrecovered as a result of an *Insured Incident* occurring within the *Territorial Limit* during the *Period of Insurance*, subject to the Terms and Conditions *We* will arrange for the supply to *You* of a *Replacement Van* for the duration of the *Hire Period* and *We* will pay the *Van Hire Costs* provided that the hire has been arranged by *Us* through a *Hire Firm*.
2. The *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 *Territorial Limit* for use within the *Territorial Limit* only.
4. If due to circumstances outside *Our* control *We* cannot arrange for the delivery of a *Replacement Van* to *You*, *We* may at *Our* absolute discretion instead pay *You* a sum equivalent to *Your* transport costs up to a maximum sum equivalent to what the *Van Hire Costs* would have been.
5. If the *Insured Van* is specially adapted or converted for the conveyance of a driver or passenger(s) with disabilities and a *Replacement Van* with such modifications is not immediately available, *We* may at *Our* absolute discretion instead pay *You* a sum equivalent to *Your* transport costs up to a maximum sum equivalent to what the *Van Hire Costs* would have been.

This Policy Will Not Cover

1. *We* will not pay *Van Hire Costs* for claims arising out of more than two *Insured Incidents* in any one *Period of Insurance*.
2. *Van Hire Costs* exceeding the *Limit of Cover*.
3. *We* will not be able to supply a *Replacement Van* to any resident of England, Wales or Scotland under the age of 21 years, or to any resident of Northern Ireland under the age of 23 years.
4. *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*.
5. *We* will not pay *Van Hire Costs* incurred before *Our* written acceptance of a claim or where *You* arrange *Your* own hire.
6. Use of the *Replacement Van* outside the *Territorial Limit*.
7. *We* will not supply a *Replacement Van* if *You* are a taxi driver, private hire Van driver, self-drive hire operator, courier or motor trader unless the *Replacement Van* is used solely for *Your* personal use..
8. *We* will not supply a *Replacement Van* where the *Insured Van* is used for racing, rallies or competitions.
9. *We* will not supply a *Replacement Van* where there is any allegation that the *Insured Incident* arose at a time when *You* had consumed alcohol or illegal drugs.
10. *We* will not supply a *Replacement Van* where as a result of the incident *You* report to *Us*, the *Insured Van* is neither rendered *Undriveable* nor unrecovered as the case may be.
11. *Van Hire Costs* where *You* have another policy of insurance which would provide a hire vehicle.

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 14 days of occurrence and must be subject to a claim under *Your* own motor policy.

3. You must abide by the *Hire Firm's* terms and conditions of hire at all times during the *Hire Period*.
4. You 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. You must agree to Our trying to recover the *Van Hire Costs* in Your name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the *Van Hire Costs* in any claim for other losses being pursued in Your name.
7. We can take over and conduct such a claim and/or proceedings in Your name at any time.
8. We can negotiate any such claim on Your behalf.
9. Any *Van Hire Costs* recovered in such a claim must be paid to Us or to Our order.
10. 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 rendered *Undriveable*.
11. You have the right to cancel the Policy at any time by sending Us notice in writing. If You send notice in writing within 14 days of receiving the Policy then We will return the premium in full. This is called the "cooling off period". If You cancel at any other time, no refund of premium will be available.
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.

Making a Claim

PLEASE REMEMBER THAT OUR CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR. CLAIMS MUST BE REPORTED WITHIN 14 DAYS OF THE INCIDENT OCCURRING.

If Your Van is stolen or involved in an incident, 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 **0800 078 7350**

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 shown in the replacement van schedule.

If Your Van was lost or damaged 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.

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:

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.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

Tel: 0845 080 1800

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

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited 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

You have the right to cancel the Policy at any time by sending *Us* notice in writing. If *You* send notice in writing within 14 days of receiving the Policy then *We* will return the premium in full. This is called the "cooling off period". If *You* cancel at any other time, no refund of premium will be available.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and/or Ageas Insurance Limited 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.