# **Guaranteed Hire Vehicle Insurance**

This policy provides **you** with a **hire vehicle** in the event of accidental damage, fire, theft or vandalism which prevents **you** from driving **your** vehicle and results in **you** making a motor insurance claim. To receive any of the benefits provided by this policy, **you** will need to provide **us** with confirmation of the claim.

## **Status**

This policy is arranged by Autonet, a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

This policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

This policy is governed by the laws of England and Wales.

## **Important Information**

To be given a **hire vehicle**, **you** must present a valid driving licence and a valid credit or debit card, both of which must be in **your** name. If **you** are unable to produce these, the **hire company** will not be able to provide **you** with a **hire vehicle**, and **we** will not be able to provide any assistance under this policy.

A fee of £1 may be charged on **your** card which will be refunded to **you** once **you** return the **hire vehicle** provided the conditions of this policy are met. For debit cards it may take up to 10 working days for the money to be returned to **your** account.

The **hire company** will deduct an excess from your credit or debit card in the event that the **hire vehicle** is returned damaged, or the cost of fuel if it is returned without sufficient fuel. **You** will also be charged if **you** incur any road traffic fines whilst **you** are driving the **hire vehicle**.

To benefit from this policy, you must reside in the UK.

#### How to Claim

To make a claim under this policy, please call **us** on 01737 334296.

**You** will need to provide **us** with as much information as possible, including: **your** name, address and policy number, the date, time, location and circumstances of the incident and confirmation of the claim **you** have made under **your** main motor insurance policy.

If **your** vehicle has been stolen or vandalised, **you** will need to report the incident to the police. **We** will ask **you** to provide **us** with the crime reference number.

## Definitions

Wherever the following words and phrases appear in bold, they will always have the following meanings:

Hire vehicle	The vehicle that is
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	supplied to <b>you</b> by the
	hire company.
Hire company	The company that we
	instruct to give <b>you</b> the
	hire vehicle.
Hire period	The maximum period
	that <b>we</b> will pay for the
	hire vehicle, as shown
	in your policy schedule.
Insured vehicle	Your vehicle, which you
	own and is specified in
	your motor insurance
	policy.
Period of cover	The duration this cover
	applies for, as stated
	on <b>your</b> policy
	schedule.
Territorial limits	UK, which is Great
Territorial limits	
	Britain, Northern
	Ireland, the Isle of Man
	and the Channel
	Islands.
We/us/our	Inter Partner Assistance
	S.A. UK Branch of The
	Quadrangle, 106-118
	Station Road, Redhill,
	Surrey, RH1 1PR
You/Your/Driver	The person named as
	insured in <b>your</b> policy
	schedule who should
	also be named as
	insured under <b>your</b>
	motor insurance policy.
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### **Your Policy Cover**

If the **insured vehicle** is damaged as a result of accidental damage, fire, theft, or vandalism, or it is stolen and not recovered, **we** will arrange for the **hire company** to provide **you** with a **hire vehicle**, as long as **you** can evidence that **you** are claiming for the incident under **your** motor insurance policy.

The **hire vehicle** will be delivered to **you** and will remain with **you** for the duration of the **hire period** or until 3 days after payment has been issued to **you** in settlement of **your** motor insurance claim, whichever is the earliest date. **You** will be responsible for arranging for the **hire vehicle** to be returned to the **hire company** and for any damage caused to the **hire vehicle** during the **hire period**.

We will pay for the **hire company** to provide **you** with a basic level of insurance cover as required by law, which will include collision damage waiver, for the **hire vehicle**. **You** will need to determine if the insurance provided by the **hire company** is sufficient for **your** needs.

We will not pay for more than two claims in any one **period of cover**.

Please note: the collision damage waiver included in the hire company's agreement will not cover the first amount of any claim ('the excess') for damage caused to the hire vehicle. You will be responsible for paying the excess amount of the claim. The level of excess will vary according to your age and driving history and will be notified to you by the hire company at the time you get the hire vehicle.

#### If a Hire Vehicle is Not Available

If we are not able to provide a hire vehicle or the insured vehicle has been adapted to carry a disabled driver or passenger, we will, as an alternative to providing a hire vehicle, pay you £40 per day for the hire period or until the insured vehicle is repaired or the claim under your motor insurance policy is settled, whichever is the earliest.

#### **Exclusions**

The following are not covered under this insurance policy:

- 1. Drivers under 21 years of age
- 2. More than two claims in **one period of cover**.
- 3. Claims arising from damage to the **insured vehicle**'s windscreen and other glass.
- 4. Any excess the **hire company** requires **you** to pay if the **hire vehicle** is damaged.
- 5. Any additional insurance **you** decide to buy in relation to the **hire vehicle**.

- 6. Claims where the loss occurred outside the **territorial limits**.
- Claims where you intend to use the hire vehicle to travel beyond the territorial limits.
- 8. The cost of fuel, fines, fares and tolls relating to the **hire vehicle** when in **your** possession.
- 9. Providing **you** with a **hire vehicle** which is the exact same make and model of **your** vehicle.
- 10. Any charges imposed by the **hire company** due to **you** failing to return the **hire vehicle** once the **hire period** has ended.
- 11. Any claim where **you** fail to meet the eligibility requirements of the **hire company**.
- 12. Any claim where the **insured vehicle** was being driven by anyone who was not insured to drive it at the time of the incident.
- 13. Any claim where the **insured vehicle** is an emergency vehicle, taxi, heavy goods vehicle, motorcycle or is used for dispatch, roadracing, rallying, pace-making, speed testing or any competitive event.
- 14. Any claim relating to mechanical or electrical breakdown or misfuelling of the **insured vehicle** or **hire vehicle**.
- 15. Providing a **hire vehicle**, where a hire vehicle has already been provided under another policy, as a result of the incident which has given rise to the motor insurance claim.
- 16. Any claim where incident giving rise to **your** claim occurred outside the **period of cover**.
- 17. A **hire vehicle** will not be provided if the loss occurred as a direct or indirect result of:
- 18. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
- 19. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 20. war, revolution or any similar event.
- 21. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Conditions

 You must report any incident giving rise to a claim on this policy to your motor insurer and you must actively pursue repairs or settlement of your claim. You will be asked to provide us with your motor insurer's confirmation of your claim before we will assist you.

- 2. You must inform us when your claim has been settled with your motor insurance provider.
- 3. You must ensure that the **insured vehicle** is serviced in accordance with the manufacturer's instructions and that it is covered by a valid motor insurance policy.
- 4. The **hire vehicle** provided, will, subject to availability, be a similar size and seating capacity to that of **your** own vehicle where possible.
- 5. The **hire vehicle** can only be used by **you**, or a person named on the **hire vehicle**'s motor insurance policy.
- By accepting the hire vehicle, you are agreeing to the hire company's terms and conditions and you should ensure you are familiar with them before accepting the hire vehicle. We will not accept any liability for charges that you incur for failing to comply with the hire company's terms.
- 7. The hire vehicle will be insured by the hire company for the hire period. Any claims for damage to or caused by the hire vehicle arising during the hire period should be made under the hire company's motor insurance policy and you must comply with its terms. It is your responsibility to ensure that the insurance provided for the hire vehicle is sufficient for your needs.
- 8. You are responsible for arranging for the hire vehicle to be returned to the hire company.
- We will not reimburse any costs that you incur in arranging a hire vehicle or alternative transportation if you have not contacted us using the telephone number provided in this policy document.
- 10. This insurance contract is between you and us. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.

#### Cancellation

If **you** find that the cover provided under this policy does not meet **your** needs, please contact Autonet on 03303 438487 within 14 days of receiving this document and they will arrange to cancel this policy. **You** will receive a full refund of **your** premium as long as **you** have not made any claims.

If **you** cancel the policy outside the 14-day period, there will be no refund.

**We** may cancel this policy by giving **you** at least 7 days written notice at **your** last known address if:

- a) You fail to pay the premiums after Autonet have sent you a reminder to do so. If Autonet have been unable to collect a premium payment, Autonet will contact you in writing requesting payment to be made by a specific date. If Autonet do not receive payment by this date they will cancel your policy with immediate effect and notify you in writing that cancellation has taken place.
- b) **You** otherwise stop keeping to the terms and conditions of this policy in any significant way.
- c) The cost of providing this policy becomes prohibitive.
- d) We may cancel this policy without giving you notice and without refunding your premium if you make or try to make a fraudulent claim under your policy, are abusive or threatening towards our staff or repeatedly or seriously break the terms of this policy.
  If you make a valid claim before the policy is cancelled, we will pay it before they cancel the policy.
- e) We may cancel this policy without giving you notice if, by law or other similar reasons, we are prevented from providing it. If we cancel the policy under this section, we will refund the premium paid for the remaining period of cover, unless you have made any claims.

## Renewals

Before the end of **your** current policy, Autonet will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to the prices for the next year.

Unless **you** tell Autonet when **they** write to **you** that **you** do not want to renew, **your** agreement will be automatically renewed for another year if **you** have chosen to pay by Direct Debit.

## **Complaints Procedure**

We want to give you the best possible service. If you are not happy with our service you can write to the Customer Relations team at:

Customer Relations – Guaranteed Hire Car, Inter Partner Assistance S.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.

Or, **you** can phone 01737 815215 or email **us** at <u>guality.assurance@axa-assistance.co.uk</u>.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service Exchange Tower, London, E14 9SR, UK. Or **you** can phone 0800 023 4567. E-mail: <u>complaint.info@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u> **Financial Services Compensation Scheme** 

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at <u>www.fscs.org.uk</u>.

#### **Data Protection**

Details of **you**, **your** insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, for providing this cover, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with our legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** claim, in order to provide the services described in this policy,

b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your insured vehicle** which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and

e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the

purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when your MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **you**r personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of your data, please write to **us** at: Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: dataprotectionenguiries@axa-assistance.co.uk

**Our** full data privacy notice is available at: www.axaassistance.co.uk. Alternatively, a hard copy is available from **us** on request.

#### **Other formats**

Please contact Autonet on 03303 438487 if **you** would like a copy of these terms and conditions in another format such as in large print or on audio disc.