



Your Endsleigh Loop car insurance

Policy wording - Replacement vehicle



Legal claims notification
and advice helpline service:
0330 303 0021

Your Endsleigh Loop car insurance policy wording

Replacement vehicle



IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

This insurance is arranged by **Ingenie Services** and underwritten by 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.

Claims are managed on behalf of the **insurer** by the **administrator** who have appointed the **hire firm** to deal with any claims covered by the policy.

If **you** have paid the premium **we** will agree to insure **you** subject to the terms and conditions detailed in this policy wording for **replacement vehicle** in the event of an **insured incident** during the **period of insurance**.

Please take time to read the contents of this policy including how to make a claim. If **you** do need to discuss any aspect of this policy, please call **Ingenie Services** on **0330 6780 652**.

Your policy will end if:

- ▶ **You** do not pay the premium;
- ▶ **Your** residential address is no longer in the **United Kingdom**;
- ▶ **You** or **we** cancel this policy; or
- ▶ The underlying **motor insurance policy** is cancelled.

How to make a claim

We hope you won't suffer any misfortune that would result in you making a claim, but if your insured vehicle is involved in an insured incident please:

1. Read **your** policy wording to check that the cause of the claim is covered;
2. Contact the claims line on **0330 303 0021** as soon as possible, lines are open 24 hours a day throughout the year;
3. In the event of theft or vandalism **you** will be required to provide **your** crime reference number to the **hire firm**;
4. If **you** have a valid claim then **we** will arrange for the delivery of a **replacement vehicle** to **you** within 1 working day of the claim being accepted, which **you** can use for the **hire period**;
5. **You** must keep the **hire firm** fully informed at all times of all matters relating to the **insured incident** 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.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.



Definitions

Throughout this policy certain words and phrases are printed in semi-bold. These have the meanings set out below.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Direct Group Property Services handle claims on behalf of the insurer.

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.

Geographical limits

Unless stated otherwise the policy only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

Hire firm

Slater Gordon Solutions. SGS Business Process Services (UK) Limited, Bickerstaffe House, 1 Bickerstaffe Square, Talbot Rd, Blackpool FY1 3AH.

Hire period

The period from the date a **replacement vehicle** is delivered to **you** until the date when **you** receive a settlement in respect of the value of the **insured vehicle**, the date the **insured vehicle** is repaired or the date on which the **insured vehicle** is recovered in the event of theft, subject to a maximum of 21 days.

Ingenie services

The insurance intermediary who arranged this insurance on **your** behalf.

Insured incident

- ▶ A road traffic accident which is **your** fault, damage by fire, vandalism or attempted theft within the **geographical limits** that renders the **insured vehicle** a total loss (a write off) or **undriveable**, as determined or accepted by the insurer, the third party insurer or by a garage who is a member of the Vehicle Builders and Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body); or
- ▶ Theft of the **insured vehicle** within the **geographical limits** where the **insured vehicle** is not recovered.

Insured person

You and any other person driving the **insured vehicle** with **your** permission and under the cover of **your motor insurance policy** providing they satisfy the **hire firm's** standard terms and conditions of hire in force at the date of the **insured incident**.

Insured vehicle

The vehicle specified in the **motor insurance policy** issued with this policy.

Insurer/we/us/our

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

Motor insurance policy

The motor insurance policy that has been issued to **you** for the **insured vehicle** by **Ingenie Services** who arranged this insurance on **your** behalf.

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**.

Replacement vehicle

A replacement car having an equivalent engine capacity to the **insured vehicle** but not exceeding 1,400cc in any event.

Start date

The date shown in **your motor insurance policy** schedule or the date **you** purchased this insurance if afterwards.

Third party

The other person(s) and/or party(s) responsible for the **insured incident**, excluding any **insured person**.

Undriveable

Damaged in a manner which (albeit temporarily) renders it is unfit for lawful use on a public highway within the **geographical limits**.

United Kingdom, UK

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

Vehicle hire cost

The cost of hiring a **replacement vehicle** for one continuous **hire period**.

You/your

The person named as the policy holder in the **motor insurance policy**.



Eligibility

You are eligible to take out this **replacement vehicle** insurance if, on the **start date**, you agree to pay the premium and:

- ▶ You are the policy holder of a valid **motor insurance policy**; and
- ▶ You are a **UK** resident with a permanent **UK** address.

Cover

What is covered

In return for the payment of **your** premium, we will arrange for the supply of a **replacement vehicle** to **you** for the duration of the **hire period** in the event that the **insured vehicle** is involved in an **insured incident** arising during the **period of insurance** within the **geographical limits**.

The **replacement vehicle** will be delivered to **you** free of charge as soon as is practically possible and in any event within one working day of **you** reporting an **insured incident** to **us**.

You may ask for the **replacement vehicle** to be delivered to **you** at any convenient place within the **geographical limits**.

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 £420 per individual claim.

A maximum of 2 claims can be made during the **period of insurance**.

What is not covered

- The supply of a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date of the **insured incident**;
- Any **vehicle hire costs** incurred before **our** acceptance of a claim or not arranged through **us**;
- Any **vehicle hire costs** where the **insured incident** has not been reported under **your** own **motor insurance policy**;
- Any **vehicle hire costs** as a result of theft or vandalism which has not been reported to the police and a crime reference number obtained;
- The supply of a **replacement vehicle** where the loss of the **insured vehicle** arises out of any deliberate or criminal act or omission other than vehicle theft or vandalism;
- 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;
- The supply of a **replacement vehicle** where there is any allegation that the **insured incident** arose at a time when the **insured person** had consumed alcohol or illegal drugs;
- Any costs of fuel, fares, fines or fees relating to the **replacement vehicle** whilst in **your** possession;
- Any additional hire charges due after the **hire period**;
- Any **vehicle hire 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.



Policy exclusions

Existing and deliberate damage

We will not pay for:

- ▶ Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- ▶ Loss or damage caused deliberately by **you** or any member of **your** household.

Radioactive contamination

Any direct or indirect consequence of:

- ▶ Irradiation, or contamination by nuclear material; or
- ▶ The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- ▶ Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

War risks

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.

Sonic bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Confiscation

Loss or damage caused by nationalisation or confiscation by any authority.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Electronic data

Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

General conditions

False/fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- ▶ fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- ▶ fails to reveal or hides a fact likely to influence the cover **we** provide;
- ▶ makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- ▶ sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- ▶ makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- ▶ makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- ▶ If **your** claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Claims

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy. **You** must give **us** or the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim.

Governing law

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.



General conditions (continued)

UK General Insurance Ltd privacy notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575. This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. we refer to these individuals as “you/your” in this notice. We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health. We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online or request a copy by emailing us, alternatively you can write to us:

Write to:	Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.	Email:	dataprotection@ukgeneral.co.uk
		Website:	http://ukgeneral.com/privacy-notice

Rights and responsibilities

We have the right, at our expense and in your name to:

- ▶ Take over the defence or settlement of any claim; and
- ▶ Start legal action to get compensation from anyone else; and
- ▶ Start legal action to get back from anyone else any payments that have already been made.

At our cost, you must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

Your responsibility

You must take reasonable care to:

- ▶ Supply accurate and complete answers to all the questions we or Ingenie Services may ask as part of your application for cover under the policy
- ▶ Make sure that all information supplied as part of your application for cover is true and correct
- ▶ Tell us or Ingenie Services of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions we or the administrator ask when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

If you become aware that information you have given is inaccurate or has changed, you must inform us as soon as possible.



General conditions (continued)

Change of circumstances

You must immediately advise **Ingenie Services** if any of the following circumstances change at any point during the **period of insurance**:

- ▶ You are no longer a permanent lawful resident of the **UK**; or
- ▶ You change **your** address.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact **Ingenie Services**.

Transferring your interest in the policy

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

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then **you** must contact **Ingenie Services** by:

Write to:	Ingenie Services, Europa House, Midland Way, Thornbury, BS35 2JX.	Telephone:	0330 6780 652
		Email:	service@ingenie-insurance.co.uk

If **you** cancel within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. **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.

Thereafter **you** may cancel the insurance cover at any time by informing **Ingenie Services** however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving **you** 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions.

No refund of premium will be made.

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.



What to do if you have a complaint

It is the intention to give **you** the best possible service but if **you** have a complaint about the way in which **your** policy was sold to **you** please contact **Ingenie Services** by:

Write to: Ingenie Services,
Europa House,
Midland Way,
Thornbury,
BS35 2JX.

Telephone: 0330 6780 652

Email: service@ingenie-insurance.co.uk

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **hire firm** at:

Write to: Customer Relations Team,
Bickerstaffe House,
1 Bickerstaffe Square,
Talbot Rd,
Blackpool,
FY1 3AH.

Telephone: 0344 571 3110 (all calls are recorded for training, compliance, claims and counter fraud purposes).

Email: CustomerRelationsTeam@SlaterGordonSolutions.co.uk

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. **You** may contact the Financial Ombudsman Service at:

Write to: The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

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

Email: complaint.info@financial-ombudsman.org.uk

Website: 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.

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.



If you need our help...

Please call the legal claims notification and advice helpline service on **0330 303 0021**



Endsleigh Insurance Services Limited (Company no: 856706), trading as Endsleigh Loop is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.register.fca.org.uk (FRN 304295).
Registered in England at Shurdington Road, Cheltenham Spa, Gloucestershire GL51 4UE.