



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 **Endsleigh Loop** and URIS Group, administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance PLC. 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 **Endsleigh Loop** on **0333 234 1713**.

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.



Definitions

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

Administrator

Legal Insurance Management Ltd.

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.

Endsleigh Loop

The insurance intermediary who arranged this insurance on your behalf.

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.

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

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Motor insurance policy

The motor insurance policy that has been issued to you for the **insured vehicle** by **Endsleigh Loop** 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)

Royal & Sun Alliance Insurance plc privacy policy

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

You can view our full privacy notice by visiting the website address below. If you're unable to access the link or have any questions or comments about our privacy notice, please write or send an email to us:

Write to: The Data Protection Officer,
RSA,
Bowling Mill,
Old Mill Business Park,
Dean Clough Industrial Park,
Halifax,
HX3 5WA.

Email: crt.halifax@uk.rsagroup.com

Website: <https://www.CustomerRelationsTeam@SlaterGordonSolutions.co.uk>

Legal Insurance Management Ltd privacy notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer your insurance policy and meet our contractual requirements under the policy. It is important to LIM that you are clear on what information we collect and why we collect it. You can withdraw your consent at any point by notifying LIM, however if you have an on-going claim this may affect continued cover under your policy. Should your data need updating, this can also be done at any point by contacting LIM.

To view our full privacy notice, you can see the website address below or request a copy by emailing us at the address below. Alternatively, you can write to us at:

Write to: Data Protection,
Legal Insurance Management Ltd,
1 Hagley Court North,
Brierley Hill,
West Midlands,
DY5 1XF.

Email: dataprotection@legalim.co.uk

Website: <https://www.legalim.co.uk/policyholder-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 Endsleigh Loop 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 Endsleigh Loop of any changes to the answers you have given as soon as possible.



General conditions (continued)

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.

Change of circumstances

You must immediately advise **Endsleigh Loop** 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 **Endsleigh Loop**.

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 **Endsleigh Loop** by:

Write to:	Endsleigh Loop, Europa House, Midland Way, Thornbury, BS35 2JX.	Email:	service@endsleigh-loop.co.uk
		Telephone:	0333 234 1713

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 **Endsleigh Loop** 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 **Endsleigh Loop** by:

Write to:	Endsleigh Loop, Europa House, Midland Way, Thornbury, BS35 2JX.	Email:	service@endsleigh-loop.co.uk
		Telephone:	0333 234 1713

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

Online dispute resolution portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial services compensation scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



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.