

# Replacement Vehicle Policy



This policy has been arranged by Motorplus Limited (trading as ULR) with Qdos Broker & Underwriting Services Limited and is underwritten by:

Groupama Insurance Company Limited,  
Registered in England No. 995253.  
Registered Office: 6th Floor, 1 America Square,  
17 Crosswall, London EC3N 2LB  
FSA Registration number 202124.

Qdos Broker & Underwriting Services Limited, Motorplus Limited and Groupama Insurance Company 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](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## WHAT IS A REPLACEMENT VEHICLE?

Even if You are comprehensively insured, a road accident or the theft of Your vehicle can leave You without suitable transport.

Comprehensive insurance may not provide any replacement vehicle in the event that Your vehicle is written off or stolen and not recovered. Where a vehicle is provided, it will generally be only a small courtesy car provided by the repairer.

## HOW CAN WE HELP?

The Motorplus Replacement Vehicle scheme can provide a suitable vehicle to keep You on the road when Your own vehicle is written off or stolen and not recovered.

The Replacement Vehicle policy can provide a suitable vehicle to keep You on the road where Your own vehicle is written off or stolen and not recovered. The vehicle provided will be to a maximum of 1400cc or a Class B vehicle to enable You to continue Your daily life without unnecessary inconvenience.

## MAKING A CLAIM

PLEASE REMEMBER THAT OUR CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR.

If Your vehicle is stolen or involved in an accident, 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 0844 815 4975.

If We accept Your claim, We will arrange for the delivery to You of a suitable Replacement Vehicle, which You can use for the period of time described below.

If Your vehicle was damaged or destroyed in circumstances which were not Your fault, We may seek to recover the costs of providing the Replacement Vehicle 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 the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel: 01603 420000  
Fax: 01603 420010

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

The Claims Manager  
Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire LE9 7LY

Tel: 01455 850000  
Fax: 01455 841000

Please ensure Your reference 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. This also applies if You are insured in a business capacity as a Micro-Enterprise, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million.

You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel: 0845 080 1800  
Fax: 0207 964 1001

Please note You have six months from the date of Our final response in which to refer to Your complaint to the FOS. Referral to the FOS will not affect Your right to take legal action against Us.

### Compensation scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (“FSCS”). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. You can get more information about compensation scheme arrangements from the FSCS.

Your Policy only covers You if You have paid Your premium. We agree to provide the cover in this Policy, keeping to the terms, conditions and exclusions.

### Cancellation

We hope that You are happy with the cover this Policy provides. You have the right to cancel the Policy at any time by sending One Quote Direct Insurance Services Limited notice in writing. If You send notice in writing within 14 days of receiving the Policy then One Quote Direct Insurance Services Limited will return the premium in full. This is called the “cooling off period”. You may cancel at any other time by giving One Quote Direct Insurance Services Limited 21 days’ notice, in which event no refund will be paid.

## DEFINITIONS

### **We, Us, Our**

MotorPlus Limited trading as ULR.

### **You, Your**

The person who has taken out this Policy.

### **Insured Person**

You and any other person driving the Insured Vehicle with Your permission and under the cover of Your motor insurance providing they satisfy the Hire Firm's standard terms and conditions of hire in force at the date of the Insured Incident.

### **Underwriters**

Groupama Insurance Company Limited, 6th Floor,  
1 America Square, 17 Crosswall, London EC3N 2LB.

### **One Quote Direct Insurance Services Limited**

An insurance intermediary who has been given authorisation by Motorplus Limited to sell and administer this insurance policy.

### **Insured Vehicle**

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

### **Replacement Vehicle**

A replacement car or standard commercial vehicle having an equivalent engine capacity to the Insured Vehicle but not exceeding 1400cc in any event.

### **Vehicle Hire Costs**

The cost of hiring a Replacement Vehicle for one continuous Hire Period.

### **Hire Period**

The period from the date a Replacement Vehicle is delivered to You until the date when You receive a cheque in respect of the value of the Insured Vehicle, subject to a maximum of 14 days in any event.

### **Hire Firm**

A member of Our network of approved motor vehicle hire companies.

### **Territorial Limit**

The United Kingdom.

### **Enterprise**

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

### **Micro-Enterprise**

An Enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

## **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.

## **Insured Incident**

A road traffic accident which causes the Insured Vehicle to be damaged beyond economical repair which occurs whilst the Insured Vehicle is being driven by an Insured Person within the Territorial Limit ; or

a road traffic accident which causes the Insured Vehicle to be damaged beyond economical repair whilst the Insured Vehicle is lawfully parked within the Territorial Limit provided the vehicle had been parked by an Insured Person; or

the theft of the Insured Vehicle from a place within the Territorial Limit which has been reported to the relevant local police force as a crime and provided always that the Insured Vehicle remains unrecovered.

## **THIS POLICY WILL COVER**

Where the Insured Vehicle has been damaged beyond economical repair as a result of an Insured Incident arising during the Period of Insurance, subject to the Terms and Conditions We will arrange for the supply to You of a Replacement Vehicle for the duration of the Hire Period and We will pay the Vehicle Hire Costs provided that the hire has been arranged by Us through a Hire Firm.

The Replacement Vehicle 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.

You may ask for the Replacement Vehicle to be delivered to You at any convenient place within the Territorial Limit.

## **GENERAL CONDITIONS AND EXCLUSIONS**

1. We will not pay Vehicle Hire Costs for claims arising out of more than two Insured Incidents in any one Period of Insurance.
2. We will not be able to supply 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.
3. We will not pay Vehicle Hire Costs incurred before Our acceptance of a claim.

4. In the event of theft of the Insured Vehicle You must, when reporting to Us, provide Us with the name, address and telephone number of the police station to which the theft has been reported and supply the crime reference number which has been allocated by the police.
5. The Insured Incident must be subject to a claim under Your own motor policy.
6. We will not supply a Replacement Vehicle where the loss of the Insured Vehicle arises out of any fire or act of vandalism or any deliberate or criminal act or omission other than vehicle theft.
7. We will select a Hire Firm for You, and arrange for them to supply a Replacement Vehicle suitable for Your needs.
8. We may at Our discretion decide not to supply a Replacement Vehicle if You are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader.
9. We will not supply a Replacement Vehicle where the Insured Vehicle was used for racing, rallies or competitions.
10. The Insured Person must agree to Our trying to recover the Vehicle Hire Costs in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the Vehicle Hire Costs in any claim for other losses being pursued in the name of the Insured Person.
11. We can take over and conduct such a claim and/or proceedings in the Insured Person's name at any time.
12. We can negotiate any such claim on behalf of an Insured Person.
13. Any Vehicle Hire Costs recovered in such a claim must be paid to Us or to Our order.
14. 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 Vehicle which has been stolen is recovered or if You receive a cheque in settlement of the value of an Insured Vehicle.
15. We can cancel this policy at any time as long as We tell You at least 21 days beforehand. You can cancel this policy at any time as long as You tell One Quote Direct Insurance Services Limited at least 21 days beforehand. No premium will be refunded.
16. This policy is written in English.
17. This policy will be governed by the laws of England and Wales.

