

## Guaranteed Hire Replacement Vehicle Policy

### Master Certificate Number: GVH/AST/GYC/01/0111/17

This Guaranteed Hire Replacement Vehicle insurance policy has been arranged by On Insurance, a trading style of On Hire Limited, with Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

On Hire Limited and Astrenska Insurance Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services register by visiting the website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting them on 0800 111 6768.

In return for the payment by You of the premium, payable for this policy of insurance We will provide a Hire Vehicle on the terms set out below.

#### 1. Definitions

<b>Claims Administrator</b>	On Hire Limited
<b>Commencement Date</b>	The date shown on the policy <b>Schedule</b> confirming when cover commences
<b>Condition</b>	An obligation which <b>You</b> must perform. If a <b>Condition</b> is not performed by <b>You</b> , <b>We</b> will not be under any liability to pay <b>You</b> anything under the terms of this policy
<b>Hire Vehicle(s)</b>	The class of vehicle shown on <b>Your</b> policy <b>Schedule</b>
<b>Hire Company(s)</b>	The company that <b>We</b> instruct to give <b>You</b> the <b>Hire Vehicle</b>
<b>Hire Period</b>	The maximum period, as shown in <b>Your</b> policy <b>Schedule</b> , that <b>We</b> will pay for the <b>Hire Vehicle</b>
<b>Limit of Cover</b>	The <b>Hire Vehicle</b> for the <b>Hire Period</b> , that may be utilised over a maximum of 2 claims covered by this policy in the insurance period
<b>Insured Vehicle</b>	The motor vehicle identified as the <b>Insured Vehicle</b> in the policy <b>Schedule</b> or any other vehicle which <b>We</b> may, after receiving a written request from <b>You</b> , accept in substitution for that vehicle
<b>Period of Cover</b>	The period stated in the <b>Schedule</b> to this policy
<b>Schedule</b>	The document that identifies the policyholder and sets out details of the cover <b>Your</b> policy provides
<b>Territorial Limits</b>	England, Wales, Scotland and Northern Ireland
<b>Third Party</b>	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy
<b>We, Our, Us</b>	Astrenska insurance Limited
<b>Un Driveable</b>	The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic collision, fire, malicious damage or theft/attempted theft of the vehicle
<b>You, Your</b>	The person named as the insured in the <b>Schedule</b> to this policy
<b>Your Claim</b>	A claim by <b>You</b> against <b>Your</b> existing motor policy

#### 2. Cover

If the **Insured Vehicle** is damaged and rendered **Un Drivable** by a single road traffic collision, fire, malicious damage, theft or attempted theft, (excluding if due to glass damage,) and the incident occurs within the **Territorial Limits**, **We** will arrange for a **Hire Vehicle**, for **Your** use during the reasonable repair period only or until 3 days following payment has been issued to **You** in settlement of **Your** vehicle claim in any event not exceeding the **Limit of Cover**.

Use of the **Hire Vehicle** is covered for use within the **Territorial Limits** only.

The **Hire Vehicles** supplied are fully serviced, less than 3 years old and will be of the group or higher of that specified in **Your** policy **Schedule**.

If, due to circumstances beyond **Our** control and **We** cannot arrange a **Hire Vehicle** for **You** **We** may,

at **Our** discretion, reimburse transportation costs up to a maximum of £10.00 per day for the period **Your** vehicle is unavailable subject to the number of days cover provided under **Your** policy as shown on **Your** policy **Schedule**.

If the **Insured Vehicle** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, **We** will reimburse **Your** transportation costs up to a maximum of £10.00 per for the period **Your** vehicle is unavailable for use, subject to the number of days cover provided under **Your** policy as shown on your policy schedule.

### 3. Exclusions

The following are not covered under this insurance:

- a) Drivers under 21 years of age in England, Wales, Scotland and Northern Ireland.
- b) Any **Insured Vehicle** used in any way for hire or reward including courier work. A vehicle used for Driving Instruction/Tuition is accepted where the appropriate premium has been paid.
- c) Any vehicle used for Driver Instruction/Tuition where the tutor is not a fully qualified Instructor and/or not on "The Register of Approved Driving Instructors" or "Department of the Environment Approved Driving Instructor" in Northern Ireland.
- d) Any vehicle used for Driver Instruction/Tuition without dual controls.
- e) Any charges imposed by the **Hire Vehicle Company** for additional drivers if it is agreed with the **Hire Vehicle Company** that they can be included.
- f) Use of the **Hire Vehicle** outside the **Territorial Limits**.
- g) Any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**.
- h) All fuel, fares and fines relating to the **Hire Vehicle** whilst it is in **Your** possession, including any administration fee which may be imposed by the **Hire Vehicle Company**.
- i) Any claim which has not been reported to **Us** within 14 days of the incident, accident or theft giving rise to the claim occurring.
- j) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance or other means.
- k) Any further **Hire Vehicle** charges incurred after the **Hire Period**.
- l) Any **Hire Vehicle** charges for more than 3 days after payment has been issued to **You** in settlement of a claim under **Your** motor insurance policy.
- m) The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Commencement Date** or after the **Period of Cover** has ended.
- n) Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle.
- o) Any claim relating to mechanical or electrical breakdown/failure or misfuelling.
- p) Fires caused by modifications not approved by the **Insured Vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer.
- q) Claims relating to a vehicle being **Un Driveable** due to damage relating to more than one single incident.

### 4. Claims Procedure

If the **Insured Vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **You** must report it to the **Claims Administrator** immediately, and in no event later than 14 days after the event, on telephone number **0344 5761560** quoting: **Master Certificate Number GVH/AST/GYC/01/0111/17**.

The **Hire Company** will then contact **You** directly with a view to getting **You** mobile again as soon as reasonably possible.

**You** will receive a copy of the **Hire Company's** terms and conditions. It is a **Condition** of this policy that **You** comply fully with the terms and conditions of the **Hire Company**.

If **You** wish to take advantage of any options the **Hire Company** may offer, such as Excess Protection or Collision Damage Waiver, the cost of these upgrades and any administration fee will be **Your**

responsibility.

## 5. Conditions

**You** must comply with the following obligations, each of which is a **Condition** of this **Policy**:

- a) Ensure that the **Insured Vehicle** is serviced in accordance with manufacturer's instructions and covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
- b) The incident that gives rise to a claim on this policy must have been reported to **Your** motor insurers and **You** must be actively pursuing repairs or settlement of **Your Claim**.
- c) Ensure that **We** receive a claim form for any claim under this policy within 14 days after the event giving rise to the claim.
- d) Provide any information reasonably requested by **Us** within a reasonable time.
- e) Ensure any claim **You** make is an honest claim and not one which is false or fraudulent.
- f) **You** should comply fully with the terms and conditions of the **Hire Company**.
- g) It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**.
- h) Any damage caused to the **Hire Vehicle** and any associated costs will be **Your** responsibility.
- i) It is **Your** responsibility to ensure that adequate motor insurance is in place for **Your** use of the **Hire Vehicle**.
- j) **You** may have to provide comprehensive insurance for the **Hire Vehicle**.
- k) **You** must take all reasonable steps to mitigate the costs of the claim.
- l) **You** must take all action possible to recover any costs, charges or fees **We** may have paid or be liable to pay and pay such amounts recovered back to **Us**.
- m) **You** must pay **Us** any sums by way of costs, charges or fees directly recovered from the **Third Party** to the extent of the sums indemnified under this policy.
- n) Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire costs of the **Hire Vehicle** from the **Third Party**.
- o) 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.

## 6. Cancellation

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy this insurance does not meet with **Your** requirements, please return it to your selling broker within 14 days of issue and **We** will refund **Your** premium. Thereafter, **You** may cancel **Your** policy at any time however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

This policy is not transferable.

## 7. Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions, concerns or complaint about the handling of this insurance or the handling of a claim **You** should contact the Operations Manager at On Hire Ltd. The contact details are: Operations Manager, On Hire Ltd, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE. Tel 0344 5761560 Fax 0191 2655389. Please ensure **You** quote **Your** policy number reference in any communication with **Us**.

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 £2million and fewer than ten staff. You may contact the Financial Ombudsman

Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel 0845 080 1800. 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.

#### **8. Data Protection Act 1998**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area

#### **9. Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim

#### **10. Compensation Scheme**

Astrenska Insurance 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. 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 or visit [www.fscs.org.uk](http://www.fscs.org.uk)