

# Kindertons Guaranteed Hire Vehicle Policy

## Master Certificate Number LES/1007/1010

### IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY.

**FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day 365 days a year.

#### Claims Helpline Service – 0343 515 9666

This is a policy where You must notify Us during the Period of Insurance and within 14 days of the incident, accident or theft giving rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Hire Vehicle charges.

If the Insured Vehicle is rendered Un-Driveable by an Event and the incident occurs within the Territorial Limits We will

- Arrange for a Hire Vehicle from an approved Hire Vehicle Company for Your use as soon as reasonably possible but only until the Insured Vehicle is
  - repaired or
  - in the case where Your vehicle is declared a total loss by Your motor insurer, until 3 days following the payment has been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity.
- The Hire Vehicle provided will be of a type detailed within Your Schedule but should You take advantage of any options that the Hire Vehicle Company may offer, such as a car upgrade, the cost of these upgrades and any administration fee will be Your responsibility.
- If due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period. This may be due to your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

**Please note that if an Insured Person engages the services of anyone prior to making contact with this Helpline and incur any costs without Our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

### Important Policy Information

All potential claims must initially be reported to the Claims Helpline service, which operates 24 hours a day 365 days a year.

**The Claims Notification & Advice Helpline Service telephone number is 0343 515 9666.**

If You have a query relating to policy cover, then You should contact:

Kindertons Accident Management  
Marshfield Bank  
Crewe  
Cheshire  
CW2 8UY

This policy only covers claims notified to Us within 14 days of any circumstance, incident, accident, fire or theft which may give rise to any claim. Failure to do so could lead Us to decline a claim for indemnity arising from such circumstances.

### Definitions

#### Agent

The Agent appointed by the Coverholder to transact this insurance with You.

#### Claims Handler

Kindertons Accident Management or other appropriately qualified persons appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Kindertons Accident Management are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register).

#### Event

A road traffic collision (excluding if due to glass damage only), fire or un-recovered theft of the Insured Vehicle.

#### Hire Period

The maximum period that We will pay for the Hire Vehicle or transportation costs as shown within the Schedule.

#### Hire Vehicle

The class of vehicle designated on Your policy Schedule.

#### Hire Vehicle Company

The company that We instruct to provide You with the Hire Vehicle.

#### Insured Vehicle

The motor vehicle identified as the Insured Vehicle in Your motor insurance Schedule.

#### Insurer

This insurance is arranged by Kindertons Holdings Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

#### Limit of Indemnity

In the event that a Hire Vehicle cannot be provided, the maximum amount We will pay for transportation costs shall be £20.00 plus VAT per day.

A maximum of 2 claims can be covered under this insurance policy in any one Period of Insurance.

#### Motor Insurance Claim

A claim made by You against Your existing motor insurance policy or against a Third Party.

#### Period of Insurance

The Period of Insurance shown in the Schedule.

#### Policyholder, Insured Person, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

#### Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

#### Territorial Limits

England, Scotland and Wales.

#### Third Party

The other person(s) and/or party(s) responsible for the Event giving rise to a claim under this policy.

#### Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

#### Un-Driveable

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic accident, fire or theft.

#### We, Us, Our

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

Legal Insurance Management is authorised and regulated by the Financial Conduct Authority under registration number 552983. [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768

#### Cover

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will provide You with a Hire Vehicle up to the Limit of Indemnity detailed below subject to the terms, conditions and exclusions of this policy, arising from an Event within the Territorial Limits where You notify Us during the Period of Insurance and within 14 days of the Time of Occurrence.

### Insured Events

#### Road Traffic Accident, Fire or Theft

##### What is Covered?

If the Insured Vehicle is damaged and rendered Un-Driveable by an Event which occurs within the Territorial Limits, We will arrange for a Hire Vehicle for Your use only until the Insured Vehicle is repaired or in the case where Your Insured Vehicle is declared a total loss by Your motor insurer, until 3 days following payment having been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity.

If due to circumstances beyond Our control, including but not limited to where You do not meet the eligibility criteria of the Hire Vehicle Company, We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period.

##### What is Excluded?

Excluding:-

1. Any Insured Vehicle used in any way for hire or reward including courier work.
2. Any charges imposed by the Hire Vehicle Company for additional drivers to be included.
3. Any charges incurred before Our approval or beyond those for which We have given Our approval.
4. Any claim made within 14 days of the first Period of Insurance when the policy originally inceptioned.
5. Use of the Hire Vehicle outside the Territorial Limits.
6. Any excess that the Hire Company applies following an accident, fire or theft involving the Hire Vehicle.
7. 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.
8. Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring.
9. Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means.
10. Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired.
11. The provision of a Hire Vehicle for an Event when the Event occurred prior to the inception of the insurance or after the Period of Insurance.
12. Any claim if You have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the Event.

### Policy Conditions

#### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

## Claims

If the Insured Vehicle is involved in a road traffic collision, fire or is stolen but not recovered, You must report this to the Claims Handler on 0343 515 9666 as soon as possible or at the latest within 14 days after the Event about any matter, which could result in a claim being made under this Policy, and You must obtain Our consent to incur Hire Vehicle charges.

If You can satisfy Us that there is a valid claim under this insurance We will appoint the Hire Vehicle Company to contact You directly with a view to getting You mobile again as soon as reasonably possible. You will receive a copy of the Hire Vehicle Company's terms and conditions. It is a condition of this policy that You comply fully with the terms and conditions of the Hire Vehicle Company.

If You wish to take advantage of any options the Hire Vehicle Company may offer the cost of these upgrades and any administration fee will be Your responsibility.

## Conduct of Claim

1. You shall at all times co-operate with Us and provide to Us and the Claims Handler any evidence, documents and information of all material developments within a reasonable time scale and shall attend upon the Claims Handler when so requested at Your own expense.
2. The Event that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs and/or settlement.
3. We shall have direct access at all times to and shall be entitled to obtain from the Claims Handler any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Claims Handler which may be required for this purpose. You or Your Claims Handler shall notify Us immediately in writing of any offer or payment made with a view to settlement of Your Motor Insurance Claim.
4. We will not be bound by any promise or undertaking given by You to any other party without Our prior agreement.
5. Upon conclusion of the Hire Period We can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Vehicle or reimbursement of transport costs from the Third Party. The Insured Person 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.
6. If due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period. This may include your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

## The Hire Vehicle

- a) You should comply fully with the terms and conditions of the Hire Vehicle Company.
- b) The Hire Vehicle is covered for use within the Territorial Limits only.
- c) It is Your responsibility to ensure that the Hire Vehicle is covered by a valid motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority and is adequate for Your use and needs. The Insured Person may have to purchase comprehensive insurance for the Hire Vehicle should they not meet the eligibility criteria of the insurance offered by the Hire Vehicle Company.
- d) It is Your responsibility to immediately report any problems with the Hire Vehicle to the Hire Vehicle Company.
- e) Any damage caused to the Hire Vehicle and any associated costs will be the responsibility of the Insured Person.

## Identification

When taking possession of the Hire Vehicle You must produce Your Full UK Driving Licence and any other identification as reasonably required by the Hire Vehicle Company.

## Recovery of Costs

You should take all reasonable steps to recover costs, charges or fees. If another person is ordered, or agrees, to pay You all or any costs charges or fees, You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs charges or fees.

## Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

## Data Protection

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned hereon.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests We may disclose data You have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

## Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

## 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 Agent within fourteen (14) days of issue and We will refund Your premium provided you have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the insured at their 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

## Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland and under European Law where applied in the UK.

## Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## Claims Helpline

All potential claims must be reported initially to the Claims Helpline. We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

## Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

## Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

T: 0300 123 9123  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect Your statutory rights.

## Compensation Scheme

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it 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 or visit [www.fscs.org.uk](http://www.fscs.org.uk).