

➤ Keep Motoring

Replacement Vehicle Policy



Your Policy Document

(Keep me somewhere safe)

KwikFit ➤
INSURANCE

➤ Replacement Vehicle – Policy Summary

This policy summary provides key information about the Kwik Fit Insurance Replacement Vehicle Policy, which you should read. For full terms and conditions of the policy please see the policy wording that follows this summary.

keyfacts®

As long as you have paid the premium, your cover will be valid for the period of insurance.

The Kwik Fit Insurance Replacement Vehicle Policy covers the cost of vehicle hire charges following a road traffic accident or theft which causes the insured vehicle to be a total loss, or where that vehicle is stolen and is not found, or is undriveable following a theft, attempted theft, fire or vandalism claim.

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance 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 or by contacting them on **0845 606 1234**.

Significant Features and Benefits:

- Up to 21 or 14 days of continuous

vehicle hire depending on the level of cover you selected as shown on your Policy Schedule sent with this Policy (Policy Section: What is Covered?)

- The hire vehicle, depending on the level of cover you selected (as shown on your Policy Schedule sent with this Policy), will be a Group DBM01/DBM02, DBM03, DBM04, DBM05 or DBM06 (ABI Groups S1/S2, S3, S4, S5 or S6) and up to a maximum of 2.0 litres. The maximum permissible weight is up to 3.5 tonnes (Definitions: Hire Vehicle)
- A Hire Vehicle for when the Insured Vehicle is rendered a total loss or immobilised through an Insured Incident (Definitions: Insured Incident)
- A Hire Vehicle for when the Insured Vehicle has been stolen and not recovered (Definitions: Insured Incident)

Significant and Unusual Exclusions or Limitations:

- The Insured Person must be a full driving licence holder aged 18 years to 79 years. (Definitions: Insured Person)

The following are not covered under this Policy

- All fuel, fares, fines and fees relating to the Hire Vehicle whilst in Your possession (Policy Section: What is Not Covered? a.)
- Any claim where the Insured Vehicle was being used for hire or reward (Policy Section: What is Not Covered? b.)

- Any claim where the Insured Vehicle has been stolen or suffered vandalism and has not been reported to the Police (Policy Section: What is Not Covered? e.)
- Any claim reported to Us more than fourteen days after the Insured Incident (Policy Section: What is Not Covered? g.)

Cancellation right

You may cancel **your** policy and get a full refund up to 14 days after buying the policy or receiving **your** policy documents (whichever is the latter), as long as no claims have been made on the policy. Please contact Kwik Fit Insurance, 1 Masterton Way, Tannochside Business Park, Glasgow, G71 5PU or telephone 0800 280 2222.

(Policy Section: Cancellation Right.)

Making a claim

To make a claim please telephone **01603 779267**. **You** will need to give your Kwik Fit Insurance motor policy number, the date of the incident, and any other information needed to make the claim.

How to make a complaint

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, Motorplus Limited, Kircam House, Whiffler Road, Norwich NR3 2AL, telephone **01603 420000**. In the event **you** remain dissatisfied and wish to make a complaint **you** can do so by contacting UK Underwriting Limited.

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 £1 million, or are a trustee of a trust with a net asset value of less than

£1 million. **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 **your** complaint to the FOS. Referral to the FOS will not affect **your** right to take legal action against **us**.

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if they are unable to meet their obligation to **you**.

The contact information is: The FSCS, 7th Floor, Lloyd's Chambers, Portoken Street, London, E1 8BN.

Tel: **0207 892 7300**

E-mail: **enquiries@fscs.org.uk**

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

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› Your Replacement Vehicle Policy

Your Demands and Needs: This policy meets the demands and needs of Kwik Fit Insurance (KFI) customers whose vehicle is written off in a road traffic accident or by theft, or had their vehicle stolen and it is not found, and also if undriveable due to theft, fire or vandalism and who will be using the replacement vehicle facility provided by the **hire firm**. This **policy** will cover **you** for the replacement vehicle hire charges, which are not recoverable from any **third party**. KFI does not make personal recommendations as to whether this **policy** suits individual circumstances.

By insuring with KFI, **you** agree to any amounts **you** may owe KFI, or their debt recovery agency, being deducted from any premium refund due to **you**.

For **your** convenience and protection, KFI will automatically renew **your** policy unless **you** tell them not to. KFI will write to **you** before the policy renewal date to remind **you** of this and to let **you** know

what the new payments will be. Payment will be taken from the most recent bank or payment card details **you** have given KFI.

This insurance **policy** has been arranged by Qdos Broker & Underwriting Services Limited and is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited. UK Underwriting Limited and Fortis Insurance 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 or by contacting them on **0845 606 1234**.

› Definitions

Below is an explanation of some of the words used in this insurance:

Appointed Agents

MotorPlus Limited trading as ULR

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.

Hire Firm

The vehicle rental business appointed by **us**.

Hire Vehicle

A Group DBM01/DBM02, DBM03, DBM04, DBM05 or DBM06 (ABI Groups S1/S2, S3, S4, S5 or S6), depending on the level of cover **you** selected (as shown on your Policy Schedule sent with this Policy) as decided by **us** and up to a maximum of 2.0 litres. The maximum permissible weight is up to 3.5 tonnes OR as decided by **us**.

Insured Incident

A road traffic accident or theft that makes the **insured vehicle** a total loss as decided by the motor insurer if the damage is covered under the current motor insurance policy OR, by the **third party you** are claiming against for **your** losses OR, if a fault accident, by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the Insured Vehicle has been stolen and is not found OR if the **insured vehicle** is undriveable because of theft, attempted theft, fire or vandalism as decided by the motor insurer.

Insured Person

A full driving licence holder aged 18 years to 79 years, who is authorised to drive the **insured vehicle** as shown on the current certificate of motor insurance issued by KFI.

Insured Vehicle

Any motor vehicle insured with KFI that is covered under the current motor insurance certificate, and for which a **premium** has been paid for Replacement Vehicle cover. The vehicle must not weigh more than 3.5 tonnes or be over 5.5 metres (18 feet) in length or over 2.3 metres (7 feet 6 inches) wide.

Micro-Enterprise

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

Participating Agent

Kwik Fit Insurance (KFI) who are authorised to sell this **policy** to **you** on behalf of the **underwriters** and **us**.

Period of Insurance

The period of the motor insurance policy which runs at the same time as this **policy** and does not exceed 12 months*.

*If **you** have arranged **your** Keep Motoring cover after the start of **your** motor insurance policy, **your** Keep Motoring cover starts from the date **you** bought it and ends on the expiry date of **your** motor insurance policy.

Policy

This **policy** of insurance.

Policyholder

The person who has taken out this **policy**.

Premium

The payment, which needs to be paid to the **participating agent** by **you** to get benefit of this **policy**, except that **we** or the **participating agent** may, at **our/their** absolute discretion, waive **your** need to pay.

Provider

The appointed agents and/or the hire firm.

Territorial Limits

England, Wales, Scotland and Northern Ireland, Isle of Man and the Channel Islands (for residents only).

Third Party

The other person(s) and/or party(s) responsible for the **insured incident**, excluding the **insured person** and/or **policyholder** (as defined in this **policy**).

Underwriters

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

We/Us/Our

The **underwriters** and/or the **appointed agents**.

You/Your

The **insured person**.

› What is Covered?

This insurance gives up to 14 or 21 days* of continuous vehicle hire within the **territorial limits** following an **insured incident** during the **period of insurance** and within those **territorial limits**.

You may extend the hire by contacting ULR Norwich on **01603 779267** who will then contact the hire firm to arrange this. A discounted rate is available to KFI customers.

The **hire vehicle** must be returned to the **hire firm** or their agents immediately the **insured vehicle** becomes driveable OR no later than the 14th or 21st* day of hire (whichever comes first).

*Number of days of vehicle hire depends on the level of cover you selected (as shown on the Policy Schedule sent with this Policy).

› How to claim your Hire Vehicle

Any **insured incident** must be reported immediately to KFI and to the Police if the **insured vehicle** was stolen.

Please call the Claims Line on **01603 779267**. The Claims Line is open 24 hours a day throughout the year. They will arrange for the delivery of a **hire vehicle**.

› Conditions

You should note that the following conditions apply in all circumstances:

- a. when collecting the **hire vehicle**, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill
- b. **you** must have a valid motor insurance policy with KFI to claim on this cover
- c. **hire vehicles** are provided in line with the **hire firm's** standard terms and conditions, which all drivers must meet
- d. a **hire vehicle** will only be provided once **we** get confirmation from KFI OR

the **third party** OR (at **your** expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, that the **insured vehicle** is a total loss, OR from KFI that the **insured vehicle** is undriveable. The **hire vehicle** will not be provided before this confirmation is received

- e. if the **insured vehicle** has theft or vandalism damage, or has been stolen **you** must give a police crime reference number before a **hire vehicle** can be provided

f. the **insured person** may have to provide **comprehensive** insurance for the **hire vehicle**

We must draw **your** attention to the

additional terms and conditions of the **hire firm**, which are held by KFI, and can be viewed on request. They may affect the provision of the **hire vehicle**.

➤ What is not Covered?

The following are not covered under this insurance:

- a. all fuel, fares, fines and fees relating to the **hire vehicle** while **you** hire it
- b. any claim where the **insured vehicle** was being used for hire or reward
- c. any claim where the motor insurer does not provide cover under the terms of the KFI motor insurance policy
- d. any further hire charges due after the first fourteen or twenty one days hire, depending on the level of cover you selected (as shown on your Policy Schedule sent with this Policy).
- e. any claim for theft or vandalism which has not been reported to the Police
- f. act of God
- g. any claim reported to KFI more than fourteen days after the **insured incident**
- h. any claim for a **hire vehicle** more than fourteen days after the **insured vehicle** has been determined a total loss or undriveable
- i. sea transit charges for the delivery and collection of the **hire vehicle**
- j. any claim due to a deliberate or criminal act, which is found to **our** satisfaction to be of a fraudulent or false nature. The **insured person** will be held responsible for any costs paid or due where this happens

- k. any excess payable in the event of a claim involving the **hire vehicle**
- l. any **insured incident**, which happened before this **policy** started
- m. any claim that arises from **your** unlawful use of drink or drugs
- n. any claim covered under any other **policy**, or any claim that would have been covered by another policy if this policy did not exist.

For general information about cover under this **policy** please call Kwik Fit Insurance on **0800 280 2222**.

› Notice to the Insured Person

- a) The **insured person** must take all reasonable steps to keep down the costs of the claim
- b) The **insured person** must pay to the **provider** any costs, charges or fees recovered from the **third party**, to the extent of the sums covered under this **policy**
- c) The **insured person** should take all action possible to recover any costs, charges or fees the **provider** may have paid or is due to pay. If any amounts are recovered they must be paid to the **provider**
- d) When the hire of a **replacement vehicle** ends, the **provider** can take over and if necessary take proceedings in the name of the **insured person** to recover the hire costs from the **third party**

Motorplus Limited is the **provider** of the services provided by the **replacement vehicle** cover; but the contract is between the **underwriters** and the **policyholder**.

› Cancellation Right

You may cancel **your policy** within 14 days of receiving the **policy** document and get a full refund, subject to no claim being made. After this 14-day period, **you** can cancel the **policy** at any time by contacting KFI. No refunds will be given. If **you** do not exercise **your** rights to cancel the **policy**, it will continue in force

for the term of the **policy** and **you** will need to pay the **premium**. **We** and KFI can cancel this **policy** at any time as long as **we/KFI** tell **you** at least 7 days before.

Please call **0800 280 2222** if **you** wish to cancel this **policy**.

› How to make a Complaint

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 by writing to:

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:

Head of Claims
UK Underwriting Limited
2 Gibraltar House
Bowcliffe Road
Leeds LS10 1HB

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 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 £1 million, or are a trustee of a trust with a net asset value of less than £1 million. 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 your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

➤ Governing Law and Language

This **policy** is governed by and interpreted with English Law. All communication will be in English.

➤ Whole Agreement

This **policy** contains the entire agreement between the **policyholder** and any **insured person** claiming under it and the **underwriters** and **us** on their behalf. No other representation or warranty by the **insured person** or **us** or their **authorised representatives** or any **third party** shall have any contractual effect unless agreed by both parties in writing.

Your insurer is covered by the Financial Services Compensation Scheme (FSCS)

which means that **you** may be entitled to compensation if they are unable to meet their obligation to **you**.

The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Tel: **0207 892 7300**
E-mail: **enquiries@fscs.org.uk**

› Data Protection Act 1998

Motorplus Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

› Your Replacement Vehicle Policy Document

(Keep me somewhere safe)



Kwik Fit Insurance is an insurance intermediary authorised and regulated by the Financial Services Authority. For your protection calls may be recorded or monitored.

Registered in Scotland: 147319.
Registered Office: 1 Masterton Way,
Tannochside Business Park, Glasgow, G71 5PU

Kwik Fit Insurance
1 Masterton Way
Tannochside Business Park
Uddingston
Glasgow
G71 5PU