

14 day prestige replacement vehicle policy document

Letting us know about claims freephone line: 0800 731 3942

Policy Number: «M_14_Day_Prestige_Replacement»

Schedule of Cover

Policyholder:

Cover start date:

Cover expires:

This policy is arranged by LawShield UK Ltd with UK Underwriting Limited on behalf of: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998. UK Underwriting Limited and LawShield UK Ltd 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. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are miscellaneous Financial Loss, Legal Expenses and Assistance. Inter Partner Assistance is a member of the Association of British Insurers.

We will provide insurance under the conditions and exclusions in this document. The insurance provided by this document covers any liability, loss or damage that happens during any **period of insurance** for which **you** have paid or agreed to pay the premium.

Signed for and on behalf of the Underwriters:



Definitions

The words or phrases in this section have the meanings shown below.

Agent – The intermediary through whom this insurance was arranged.

Geographical limits - England, Scotland and Wales

Insured incident - The loss of use of the **insured vehicle** through theft or its being taken without consent or its being declared a **total loss** which occurs during the **period of insurance**, which takes place within the **geographical limits**.

Insured vehicle - A private vehicle, which **you** are insured to drive as specified by **your motor insurer**.

Minimum driver age - The policyholder must be a minimum of 25 years of age and held a full driving licence for a period of 24 months prior to the **prestige replacement vehicle** provision start date.

Motor insurer - The underwriters providing indemnity for loss of or relating to the **insured vehicle** arising from an **insured incident**.

Period of insurance - This is the length of time covered by this insurance and any extra period which **we** accept **your premium** for.

Premium - As agreed by **us** and the issuing intermediary.

Prestige replacement vehicle- A hire vehicle arranged by **us**, defined as a Mercedes C Class (1.8L) or suitable near equivalent.

Solicitor - the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

Total loss - Where the **insured vehicle** is damaged and the **motor insurer** declares that it is beyond economical repair.

Underwriters – UK Underwriting Limited on behalf of Inter Partner Assistance SA.

We, us, our – LawShield UK Ltd.

You, your - Any person who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the authorised driver of the main or towing vehicle.

What is covered

If an **insured incident** occurs within the **geographical limits** and during the **period of insurance**, **we** will arrange and pay for a **prestige replacement vehicle** within the **geographical limits** whilst the **insured vehicle** remains unavailable, for a maximum of 14 days.

You must be able to satisfy all the requirements of the hire company, (including having an acceptable driving licence and being of **minimum driver age**), and sign and adhere to their terms and conditions.

We will pay for the rental charge and for delivery to and collection from **your** location within the **geographical limits**. **You** will be responsible for all other costs, and for handing back the **prestige replacement vehicle** when **your** entitlement to payment by **us** ends.

Your entitlement to cover ends when the earliest of the following events occurs:-

1. The **insured vehicle** is recovered and where applicable, repairs for damage caused during the **insured incident** are completed.
2. Four working days after **you** receive a cheque from **your motor insurer** in settlement of a claim for loss of or relating to the **insured vehicle**.
3. **You** receive an offer of settlement from **your motor insurer** which **we** feel is reasonable but which **you** reject.
4. **You** are offered or entitled to the use of a courtesy vehicle from any other source.
5. **Your motor insurer** refuses **your** claim for loss of or relating to the **insured vehicle**.
6. Fourteen days from and including the day the **prestige replacement vehicle** is delivered. Vehicle upgrades can be provided subject to agreement and additional payment to the Hire Company. Upgrade charges are at the hire company standard tariff at the time of **prestige replacement vehicle** provision start date.

What is not covered

1. Any costs which have not been authorised by **us** in advance.
2. Any deliberately careless or negligent act of omission by **you**.
3. Any claim when **you** have obtained a **prestige replacement vehicle** by fraudulent or deliberate misrepresentation or concealment. In this case the policy shall be immediately cancelled, the **premium** forfeited and the cost of any benefit **you** have received under this policy shall be repaid to **us**.
4. Claims when at the time of the **insured incident** the **insured vehicle**:
 - i. was unroadworthy;
 - ii. did not have a valid Vehicle Test Certificate (MOT) when required by Law, did not comply with all Construction and Use Regulations in force or was being operated with out all licences required by Law;
 - iii. was not insured for the event that caused the loss of use or **your motor insurer** subsequently refuses to indemnify **you** for the loss.
5. Any claim where at any time of the **insured incident**, **you** did not hold or were disqualified from holding a valid driving licence or the driving licence has more than 9 points on it.
6. A claim where at any time **your motor insurer** refuses indemnity for loss of or relating to the **insured vehicle**.
7. Any claim when **your motor insurer** or where applicable, the vehicle repairer, refuses to allow **us** access to all relevant information which **we** may reasonably require.
8. Any cost incurred by **us** after **your** entitlement to payment by **us** has ended. If **you** do not hand back the **prestige replacement vehicle** at this time **you** will be liable for and will repay to **us** all costs **we** incur.
9. Any costs which in **our** reasonable opinion have been incurred through unnecessary delay on the part of **you**, the vehicle repairer, or **your motor insurer**.
10. The third or any subsequent claim within the **period of insurance**.
11. Any costs which could be recovered under any other insurance.

Conditions

Payment by **us** is conditional upon **you** observing all of the following conditions:-

1. **You** must tell **us** all material facts likely to affect this insurance. If **you** are unsure as to whether a fact is material or not, **you** should tell **us** anyway.
2. **You** must act at all times with due care and attention. **You** must take all practical steps to avoid the need to claims under this Policy and to minimise the extent of any claim **you** do make.
3. Whenever the **insured vehicle** is left unattended it must be locked with all windows closed, the keys removed and an alarm or immobiliser (when fitted) activated.
4. **You** must co-operate fully with **your motor insurer** and provide all information and proof that it may require to process **your** claim against it.
5. **You** must notify **us** of a potential claim under this policy as soon as practicable and at the latest within 28 days of the **insured incident**, and provide at **your** own expense all proof and documentation that **we** may reasonably require.
6. **You** must abide by the specific rental terms and conditions of the hire company.
7. **You** may be required to arrange insurance for the **prestige replacement vehicle**.
8. **You** must advise **us** as soon as practicable, and at the latest within 24 hours, of:
 - i. recovery of the **insured vehicle**;
 - ii. **you** receiving an offer of settlement by **your motor insurer** or any third party;
 - iii. **you** receiving a settlement cheque from **your motor insurer** or any third party
 - iv. **you** being offered or becoming entitled to a courtesy vehicle
 - v. rejection of **your** claim by **your motor insurer**
9. **You** must hand back the **prestige replacement vehicle** by the end of the day when **your** entitlement to payment by **us** ends.
10. **You** must adhere to the terms and conditions of this policy, or your claim may be declined.

Subrogation

We many at **our** own expense take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **us**.

Making a claim

To make a claim, **you** must inform us as soon as possible and within 28 days of the insured incident. Please call 0800 731 3942 or **you** can write to **us** at:

The Claims Department
LawShield UK Limited
LawShield House
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Phone: 0800 731 3942

Fax: 0845 077 0806

You should not send **us** any documents until **we** ask for them.

Cancellation

You have the right to cancel **your** policy during the 14 days after:

- a **you** buy the policy; or
- b **you** receive **your** policy documents; whichever is later.

If **you** want to do so, **you** will be entitled to a full refund of the premium **you** have paid. No refund is applicable should **you** request cancellation after this period has expired.

We may cancel **your** policy by sending thirty days' written notice to **you** and provided:

- a no claims have occurred in the period of insurance
- b **we** are not cancelling because of a false declaration or fraud
- c premium is paid up to date

We will return premium proportionate to the outstanding period of insurance.

If **you** have made a claim or committed fraud or made a false declaration no refund is applicable.

Choice of law

You and **we** can choose the law which applies to this insurance contract. Unless **we** specifically agree otherwise, this insurance will be governed by English Law.

Complaints procedure

If **you** need to complain about this insurance policy or our service, **you** should, in the first instance, send **your** complaint to The Managing Director, LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

If **you** remain dissatisfied after contacting the Managing Director of LawShield UK Ltd **you** can pursue **your** complaint further by contacting:

The Head of Claims,
UK Underwriting Ltd,
2 Gibraltar House,
Bowcliffe Road,
Leeds,
LS10 1HB.

If it is not possible to reach an agreement after contacting the Head of Claims at UK Underwriting Ltd, **you** have the right to make an appeal to the Financial Ombudsman Service (FOS) the address is:

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

(These procedures do not affect **your** right to take legal action if **you** need to.)

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.

Financial Services Compensation Scheme (FSCS)

If Inter Partner Assistance SA is unable to meet its liabilities under the insurance, **you** may be entitled to compensation from the FSCS. You can get further information from **us** or the Financial Services Authority (FSA).

To make a claim, call
0800 731 3942. The call is free.

