

Replacement Vehicle Policy Wording

This insurance is provided for Ingenie customers by Ageas Insurance Limited. Please take the time to read the details of **your replacement vehicle policy**. If there is anything **you** do not understand, please call Ingenie on 0330 303 0014 who will be happy to help.

Your Demands & Needs

This policy meets the demands and needs of Ingenie customers whose **insured vehicle** is a total loss (a write off) or has been immobilised due to a fault road traffic accident, theft, fire, vandalism or an act of malicious damage. This policy meets the demands and needs of Ingenie customers who will be using the **replacement vehicle** facility provided by the **hire company**. This policy will cover **you** for the **replacement vehicle** hire charges, which are not recoverable from any **third party**.

Definitions

All through **your replacement vehicle policy** there are certain words printed in **bold**. These words have special meanings which are shown below.

Claims Handler

Ageas Services (UK) Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Geographical Limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and while the **insured vehicle** is being transported between any of these countries.

Hire Company

Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or such other hire company as the **insurer** may appoint from time to time.

Insurer

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Number: 202039.

Insured Incident

A fault road traffic accident, theft, attempted theft, fire, vandalism or an act of malicious damage within the **geographical limits** that renders the **insured vehicle** a total loss (a write off) or immobilised (as determined or accepted by the **insurer** or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).

Insured Person

A full driving licence holder aged 17 years to 85 years inclusive, who is authorised under **your motor insurance policy** to drive the **insured vehicle** (as shown on the current

Period of Insurance

If **you** have taken this **replacement vehicle policy** out at the same time as **your motor insurance policy**, the **period of insurance** is the same period of time that **your motor insurance policy** covers **your insured vehicle**.

If **you** have arranged **your replacement vehicle policy** after the start of **your motor insurance policy**, the **period of insurance** starts from the date **you** bought **your replacement vehicle policy** and ends on the expiry date of **your motor insurance policy**.

Replacement Vehicle

A **replacement vehicle** which is provided to **you** on a temporary basis in the event of an **insured incident**.

The actual make and model of the **replacement vehicle** will be decided by the **hire company**. The **replacement vehicle** will, where possible, be of a similar engine size to the **insured vehicle** but will be subject to a maximum engine size of 1400cc.

Replacement Vehicle Policy

This **replacement vehicle policy** which is a separate insurance contract to **your motor insurance policy**.

Third Party

The other person(s) responsible for the **insured incident** excluding any **insured person**.

You/Your

Any **insured person**.

Who provides your cover?

This **replacement vehicle policy** is sold and administered by Ingenie and underwritten by Ageas Insurance Limited. This **replacement vehicle policy** is subject to the terms and conditions that follow. Payment of the **replacement vehicle policy** premium must be made before cover is provided.

certificate of motor insurance issued by Ingenie as at the date of the **insured incident**.

Insured Vehicle

Any motor vehicle which **you** insure through Ingenie under **your motor insurance policy**, for which **you** hold a current certificate of motor insurance at the time of the **insured incident**, and for which a premium has been paid for a **replacement vehicle policy**.

Motor Insurance Policy

The motor insurance policy which **you** have taken out through Ingenie to cover **your insured vehicle**.

Claims handling for this **replacement vehicle policy** is provided by Ageas Services (UK) Limited.

The **hire company** provides the **replacement vehicle** under this **replacement vehicle policy**, but the contract of insurance remains between **you** and Ageas Insurance Limited.

If **you** are under 21 years of age, the **hire company** may appoint another hire car company to provide **you** with **your replacement vehicle**.

What is covered?

1. This **replacement vehicle policy** provides **you** with a **replacement vehicle** within the **geographical limits** following an **insured incident** occurring during the **period of insurance**. **You** will be provided with the **replacement vehicle** for up to 21 continuous days.
2. If the **insured vehicle** is repaired or replaced under the terms of **your motor insurance policy**, before the period referred to in clause 1 above expires, the period during which a **replacement vehicle** will be provided under this **replacement vehicle policy** will terminate on the date that **your insured vehicle** is repaired or replaced under **your motor insurance policy**.
3. If the **insured vehicle** is stolen but later recovered in a driveable condition, before the period referred to in clause 1 above expires, the period during which a **replacement vehicle** will be provided under this **replacement vehicle policy** will terminate on the date on which **your insured vehicle** is recovered.
4. No more than 2 claims can be made during the **period of insurance**.
5. Only one **replacement vehicle** will be provided per **insured incident**.

What is not covered?

1. Any claim for a **replacement vehicle** where the motor insurer does not agree to pay **your** claim for loss or damage to **your insured vehicle** under the terms of **your motor insurance policy** following an **insured incident** which gives rise to a claim under this **replacement vehicle policy**.
2. Any claim where the **insured vehicle** was being used for hire or reward, racing, competitions, rallies or trials at the time of the **insured incident**.
3. Any claim where the **insured vehicle** has been stolen or has suffered damage from attempted theft, malicious damage or vandalism, which **you** have not reported to the police.
4. Any sea transit charges for the delivery and collection of the **replacement vehicle**.
5. All fees, fines, fares and fuel relating to the **replacement vehicle** while **you** hire it.
6. Any further hire charges due after;
 - a. the first 21 days of hire; or
 - b. the date on which the **insured vehicle** is repaired or replaced under the terms of **your motor insurance policy**; or
 - c. the seventh day since receiving the first settlement offer from **your** insurer.whichever is earlier.
7. Any insurance excess payable in the event of a claim arising out of an accident involving the **replacement vehicle**.

In these circumstances the **insured person** will be held responsible for any costs paid or due to the **hire company**.

11. Any **insured incident**, which happened before the **replacement vehicle policy** started.
12. Any claim for a **replacement vehicle** where **your insured vehicle** was lost or damaged as a direct or indirect result of a flood.
13. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle policy** did not exist.
14. Any claim for a **replacement vehicle** where it is possible to recover the amount paid to **you** under **your motor insurance policy** for the loss or damage to **your insured vehicle** and the cost of a **replacement vehicle** from a **third party**.

How to make a claim

If **you** need to make a claim for a **replacement vehicle** due to an **insured incident** then please call Ageas Services (UK) Limited on 0345 002 0394. Lines are open 8am – 9.30pm Monday to Friday.

If **you** have a valid **replacement vehicle policy** in place and the claim is due to an **insured incident** **you** will be provided with a **replacement vehicle** within 1 working day of the claim being accepted. The following process will be undertaken to provide a **replacement vehicle**:

- **You** will be required to provide **your** crime reference number for all theft damage, malicious damage or vandalism related claims.
- **You** will be required to present the following documents to the **hire company**:
 - Valid **motor insurance policy** documents including a current certificate of motor insurance
 - The photocard and paper counterpart driving licence for yourself and any other insured drivers you wish to drive the **replacement vehicle**.
- If **you** do not provide these documents and, if applicable, a crime reference number, **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this **replacement vehicle policy**.
- **You** will be required to provide a credit or debit card when **your replacement vehicle** is provided. **You** may be charged a fee of £1 on **your** card. This will be refunded when **you** return the **replacement vehicle** to the **hire company** providing the conditions of this policy are adhered to:

The hire car will be provided with some fuel and it is **your** responsibility to replenish the tank to the same level as **you** received it, ready for the **hire company** to collect

8. Any claim which **you** report to the **claims handler** more than 14 days after the **insured incident**.
9. Any claim for a **replacement vehicle** which **you** report to the **claims handler** more than 5 days after the **insured vehicle** has been determined, or accepted, by the insurer (or the **third party** insurer) to be a total loss (a write off) or immobilised.
10. Any claim:
 - a. where the **insured incident** was due to a deliberate or criminal act of an **insured person**;
 - b. which is fraudulent, false or exaggerated; or
 - c. which is genuine, but which an **insured person** has used fraudulent means or false statements to make.

(from any UK registered address). Any excess fuel cannot be refunded. **You** will be responsible for any additional, necessary costs that are incurred in delivering or collecting the car (e.g. tolls, water crossing).

Cancellation right

1. Cancellation of **your replacement vehicle policy** within 14 days of starting the policy.

You have 14 days from the start date of this **replacement vehicle policy** or the date **you** receive **your replacement vehicle policy** documents (whichever is the later) to cancel the cover and receive a full refund of premium subject to no claims being made. **You** can cancel by phoning Ingenie on 0330 303 0014.

2. Cancellation of **your replacement vehicle policy** after the 14 day period.

If **you** want to cancel **your replacement vehicle policy** after the 14 days, **you** may do so by phoning Ingenie on 0330 303 0014 or writing to Ingenie, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW. If **you** cancel after 14 days **you** will not receive a refund of any premium.

Ingenie and the **insurer** can cancel this **replacement vehicle policy** at any time as long as 7 days notice is provided in writing to **your** last known address.

Financial Services Compensation Scheme (FSCS)

If the **insurer** cannot meet its liabilities under this **replacement vehicle policy**, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). For this type of policy the scheme covers at least 90% of any claim with no upper limit.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

How to make a complaint

If **your** complaint concerns Ingenie's service, including information or documentation they have issued to **you**, please telephone Ingenie on 0330 303 0014. Alternatively, **you** can write to Ingenie at the address below or e-mail them at help@insurance.ingenie.com

Ingenie
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-on-Trent
ST4 4TW

If **you** have a complaint regarding **your** claim, please telephone Ageas Services (UK) Limited on 0345 002 0394). Alternatively **you** can write to Ageas Services (UK) Limited at the address below.

- Tell **you** what they have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response. They will also let **you** know who is dealing with the matter.

The party who **you** address **your** complaint to will always aim to resolve **your** complaint within four weeks of receipt. If they are unable to do this they will give **you** the reasons for the delay and indicate when they will be able to provide a final response.

If the differences with **you** cannot be resolved, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with the final response provided by the party to whom **you** addressed **your** complaint, or if **you** have not received a final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below. However they will only consider **your** complaint once **you** have tried to resolve it yourself.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567
www.financial-ombudsman.org.uk

Using this complaints procedure will not affect **your** legal rights.

Governing law and language

English law will apply to **your replacement vehicle policy** unless **you** and the **insurer** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to **your replacement vehicle policy** and the Jersey Courts will have exclusive jurisdiction over disputes between the **insurer** and **you** in relation to it). All communication is to be conducted in English language.

Data Protection Act

For the purposes of this section of **your replacement vehicle policy** "we" "our" and "us" means the **insurer**, the **claims handler** and Ingenie.

Customer Services Advisor
Ageas Services (UK) Limited
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire, SO53 3YA

The party who **you** address **your** complaint to will try to resolve **your** complaint by the end of the next working day. If they are unable to do this, they will write to **you** within five working days to either:

Please read this notice carefully as it contains important information about **our** use of **your personal information**.

Your personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone covered or proposed to be covered under this policy as it will also apply to them. **You** must ensure that all **personal information you** provide is accurate and complete.

Please note that if **you** give **us** false or inaccurate information this could give the **insurer** the right to avoid **your replacement vehicle policy** or it could impact **your** ability to claim.

Sensitive Personal Data

Some of the **personal information** that **we** may ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions. **We** need to use sensitive personal data to manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

The **claims handler** is part of the Ageas group of companies and may share **your personal information** with other companies in the Ageas group for any of the purposes set out in this notice. If **you** would like information on the companies in the Ageas group, please write to the Data Protection Officer at the address set out below.

We will use **your personal information** to manage **your** insurance policy, including handling underwriting and claims.

We may use **your personal information** and information about **your** use of **our** products and services to carry out research and analysis.

We may have to share **your personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **your personal information** by writing to the Data Protection Officer at the address set out below.

If **we** change the way that **we** use **your personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Preventing and detecting crime

We may use **your personal information** to prevent crime. In order to prevent crime **we** may:

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

Marketing

We will only use **your personal information** to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any **personal information** **we** hold about **you**. To receive a copy, please contact the **claims handler's** Data Protection Officer, giving **your** name and address. The **claims handler** may charge **you** a small fee for this.

If **you** require further information on, or wish to complain about, the way that **we** use **your personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**.

- check **your personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal Information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal Information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Ageas Services (UK) Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Authorisation number – CRM30633. Registered address for both is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered number for Ageas Insurance Limited is 354568 England and for Ageas Services (UK) Limited is 00179136 England.