



Guaranteed Hire Vehicle insurance

Policy document



Guaranteed Hire Vehicle Cover

Who Provides Your Cover

This Guaranteed Hire Replacement Vehicle insurance policy has been arranged by and administered by Rural Insurance Group Limited with UK General Insurance Limited, on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Rural Insurance Group Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Definitions

Where the following words appear in **Bold** and with a capital letter, they have the following meaning:

Claims Administrator	On Insurance (a trading name of On Hire Limited), Saxon House, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE, Tel: 0345 543 9931. E-mail: info@oninsurance.co.uk
Event	An unrecovered theft, road traffic collision or fire that renders the Insured Vehicle a total loss or Un-driveable as determined by the motor insurer or third-party motor insurer
Hire Period	The maximum period that We will pay for the Hire Vehicle or transportation costs, being either 7, 14, 21 or 28 days depending on the cover selected and as shown on the Schedule
Hire Vehicle	A replacement car or standard commercial vehicle having an equivalent engine capacity to the Insured Vehicle but not exceeding 2000cc in any event.
Hire Vehicle Company	The company that We instruct to provide You with the Hire Vehicle
Insured Vehicle	The motor vehicle as identified in the policy Schedule or any other vehicle which We may, after receiving a request from You , accept in substitution for that vehicle
Motor Insurance Claim	A claim made by You against Your existing motor insurance policy or against a Third Party
Period of Insurance	The period this policy lasts for, as stated in the Schedule
Policy Start Date	The date on which Your policy starts as shown in the Schedule
Schedule	The part of this insurance that contains details of You , the cover selected, the Period of Insurance and claim limits

Territorial Limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
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 Insured 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/Insurer	UK General Limited on behalf of Great Lakes Insurance SE
You/Your	The insurance holder named in the Schedule

What is Covered?

In return for the payment of **Your** premium, **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions and limitations shown below or as amended in writing by **Us**, during the **Period of Insurance**.

If the **Insured Vehicle** is involved in 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, recovered in the event of theft, or in the case of **Your Insured Vehicle** being 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**, whichever is the earlier.

If, for whatever reason, it is not possible to provide **You** with a **Hire Vehicle** **We** will contribute up to £10 per day towards transportation costs, up to a maximum of £280 per individual claim.

A maximum of 2 claims can be made during the **Period of Insurance** per **Insured Vehicle**.

What is Not Covered?

We will not pay any claims:

1. Where the driver is under 21 years of age or over 74 years of age;
2. Where charges are imposed by the **Hire Vehicle Company** for additional drivers to be included;
3. Where the loss of the **Insured Vehicle** arises out of any act of vandalism or any deliberate or criminal act or omission other than vehicle theft;
4. Where hire charges were incurred before **Our** written approval or beyond those for which **We** have given **Our** approval;
5. For use of the **Hire Vehicle** outside the **Territorial Limits**;
6. For any excess that the **Hire Company** applies following an accident, fire or theft involving the **Hire Vehicle**;
7. For 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. Which have not been reported to **Us** within 14 days of the **Time of Occurrence**;
9. For the provision of a **Hire Vehicle** where one is already available under any other insurance or other means;
10. For any further **Hire Vehicle** charges incurred after the **Hire Period** has expired or the **Insured Vehicle** has been repaired;
11. For any further **Hire Vehicle** charges incurred three or more days after payment has been issued to **You** in settlement of **Your Motor Insurance Claim**;
12. For the provision of a **Hire Vehicle** for an **Event** which occurred prior to the **Policy Start Date** or after the **Period of Insurance**;

13. If **You** do not hold (or have been disqualified from holding or obtaining) a driving licence at the time of the **Event**;
14. Arising out of the use of an **Insured Vehicle** for racing, rallies, trials or competitions of any kind;
15. Where **You** have not followed the advice or proper instructions given by **Us** or the **Claims Handler**;
16. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
17. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
18. Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
19. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

General Conditions

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your** administrator may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Your** administrator of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your administrator** asks when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given **Your** administrator is inaccurate or has changed, **You** must inform them as soon as possible.

Observance

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

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 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

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with **Your** knowledge; or
- if **Your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Cancelling your cover

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your** broker within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** broker however no refund of premium will be payable.

We 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 **You** at **Your** last known address. Valid reasons may include but are not limited to:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** administrator / **Your** agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

How to Claim

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 Administrator** 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. **You** must obtain **Our** consent to incur **Hire Vehicle** charges.

We will appoint the **Hire Vehicle Company** to contact **You** directly. **You** will receive a copy of the **Hire Vehicle Company's** terms and conditions. It is a condition of **Our** 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.

If **You** wish to make a claim, please contact:

On Insurance (a trading name of On Hire Limited), Saxon House, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE

Tel: **0345 543 9931**

E-mail: info@oninsurance.co.uk

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Claim Conditions

1. **You** shall at all times co-operate with **Us** and provide to **Us** and the **Claims Administrator** any evidence, documents and information of all material developments within a reasonable timescale and shall send to the **Claims Administrator** when requested.
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 Administrator** 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 Administrator** which may be required for this purpose. **You** or the **Claims Administrator** 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 **Your** name to recover the hire costs of the **Hire Vehicle** or reimbursement of transport costs from the **Third Party**. **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 paid 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 £10 per day and a maximum of £280 per individual claim. . This may include **Your** personal driving record not meeting the eligibility criteria of **the Hire Vehicle Company**.

The Hire Vehicle

1. **You** should comply fully with the terms and conditions of the **Hire Vehicle Company**.
2. The **Hire Vehicle** is covered for use within the **Territorial Limits** only.
3. 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. **You** 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**.
4. It is **Your** responsibility to immediately report any problems with the **Hire Vehicle** to the **Hire Vehicle Company**.
5. Any damage caused to the **Hire Vehicle** and any associated costs will be **Your** responsibility.

Complaints Procedure

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 follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **Your** broker who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, **Your** broker will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

CLAIMS

On Insurance Complaints (a trading name of On Hire Limited), Saxon House, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE

Tel: 0345 543 9931

E-mail: info@oninsurance.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06720A.

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, On Insurance will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

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:

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

For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Governing Law

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.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE (Must be added to all policy wordings)

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

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