



Forces Solutions Protect Motor Legal Expenses

SOLUTIONS PROTECT MOTOR LEGAL EXPENSES

Motor Legal Expenses provides:-

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

HELPLINE SERVICES

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote "**Forces Solutions - Motor Legal Expenses Insurance**".

Health and Medical Information Service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **0344 770 1036** and quote "**Forces Solutions – Motor Legal Expenses Insurance**".

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

You can access the Lifestyle Counselling Helpline by calling **0344 770 1036** and quoting "**Forces Solutions – Motor Legal Expenses Insurance**"

POLICY WORDING

TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

DEFINITIONS

Where the following words appear in bold they have these special meanings.

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, where agreed by Us , another legal representative nominated by You .
Advisers' Costs	Reasonable legal costs incurred by the Adviser . Third party's costs shall be covered if awarded against You .
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
Conflict of Interest	There is a Conflict of Interest if We administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insurer	AmTrust Europe Limited.

Legal Action

- The pursuit of civil proceedings and appeals against judgement following a **Road Traffic**



Accident

- The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**
- The defence of criminal motoring prosecutions in relation to the **Vehicle**

Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	The Maximum Amount Payable in respect of an Insured Event is £100,000 for all sections.
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Road Traffic Accident	A traffic accident in the Territorial Limits involving the Vehicle occurring during the Period of Insurance for which You are not at fault and for which another known insured party is at fault.
Standard Advisers' Cost	The level of Advisers' Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice.
Territorial Limits	The United Kingdom, the Channel Islands, the Isle of Man and Member States of the European Union
Vehicle	The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the Vehicle .
We/Us/Our	Arc Legal Assistance Ltd.
You/Your/Yourself	The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

COVER

Personal Injury

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part.

What is not insured:- Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

Uninsured Loss Recovery

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:- Claims

- Relating to an agreement you have entered into with another person or organisation.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is insured



Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences for which **You** do not get penalty points on **Your** licence
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

Motor Contract

What is insured

You are covered for **Advisers' Costs** to pursue or defend a **Legal Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed

What is not insured:-

Claims where the amount in dispute is below £250.

GENERAL EXCLUSIONS

1 There is no cover:-

- a) Where the **Insured Event** occurred before **You** purchased this insurance
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**
- c) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- e) To defend **Legal Actions** arising from anything **You** did deliberately or recklessly
- f) For claims made by or against the **Insurer, Us** or the **Adviser**
- g) Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute
- h) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- i) For any claim arising from racing, rallies, competitions or trials
- j) For an application for Judicial Review
- k) For appeals without **Our** prior written consent
- l) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- m) Where at the time of the **Insured Event You:**
 - i) were disqualified from driving
 - ii) did not hold a licence to drive
 - iii) did not have a valid MOT certificate for the **Vehicle**
 - iv) did not procure valid vehicle tax
 - v) failed to comply with any laws relating to the **Vehicle's** ownership or use
- n) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- o) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**

CONDITIONS

1. Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under "How to make a claim" below.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- e) The **Adviser** must:-

- i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
- ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
- iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
- iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
- v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi) Attempt recovery of costs from third parties.
- vii) Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- j) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure Breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

9. English Law and Language

10. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

For Uninsured Loss Recovery & Personal Injury

You should contact **Forces Solutions** to report a claim under the motor insurance policy. **Forces Solutions** will send details of **Your** claim to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

For all other sections of cover

You should telephone **0344 770 1040** and quote "**Forces Solutions – Motor Legal Expenses**" to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see [website for full address details](#).

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight

weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.



PROUDLY
SUPPORTING
THOSE WHO
SERVE.



Forces Solutions Protect Diamond

Including Guaranteed Vehicle Hire

Guaranteed Vehicle Hire Insurance Policy Wording

Master Certificate Number: GVH/AST/FSL/01/150118

This Guaranteed Hire Replacement Vehicle insurance policy has been arranged by Strategic Insurance Services Limited and is underwritten by Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU. Claims are administered by On Hire Limited.

Strategic Insurance Services Limited, On Hire Limited and Astrenska Insurance Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services register by visiting the website at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

In return for the payment by You of the premium, payable for this policy of insurance We will provide a Hire Vehicle on the terms described in this Policy:

- During the Period of Insurance set out in the Policy **Schedule** and
- To residents who are permanently resident within the **Territorial Limits**.

DEFINITIONS

Claims Administrator	On Hire Limited
Commencement Date	The date shown on the policy Schedule confirming when cover commences
Condition	An obligation which You must perform. If a Condition is not performed by You , We will not be under any liability to pay You anything under the terms of this policy
Hire Vehicle(s)	The class of vehicle shown on Your policy Schedule
Hire Company(s)	The company that We instruct to give You the Hire Vehicle
Hire Period	The maximum period, as shown in Your policy Schedule , that We will pay for the Hire Vehicle
Home Country	The country within the Territorial Limits where you are permanently resident and have your main address (as shown on the policy schedule). For the purposes of this definition, England, Scotland, Wales and Northern Ireland shall be treated as one country.
Limit of Cover	The Hire Vehicle for the Hire Period , that may be utilised over a maximum of 2 claims covered by this policy in the insurance period
Insured Vehicle	The motor vehicle identified as the Insured Vehicle in the policy Schedule or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle
Period of Cover	The period stated in the Schedule to this policy
Schedule	The document that identifies the policyholder and sets out details of the cover Your policy provides
Territorial Limits	England, Wales, Scotland, and Northern Ireland, Belgium, Holland and Germany.
Third Party	The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy
We, Our, Us	Astrenska insurance Limited
Undrivable	The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic collision, fire, malicious damage or theft/attempted theft of the vehicle
You, Your	The person named as the insured in the Schedule to this policy
Your Claim	A claim by You against Your existing motor policy

COVER

If the **Insured Vehicle** is damaged and rendered **Undrivable** by a single road traffic collision, fire, malicious damage, theft or attempted theft, (excluding if due to glass damage,) and the incident occurs within **your Home Country**, **We** will arrange for a **Hire Vehicle**, for **Your** use during the reasonable repair period only or until 3 days following payment has been issued to **You** in settlement of **Your** vehicle claim in any event not exceeding the **Limit of Cover**.

Use of the **Hire Vehicle** is covered for use within **Your Home Country** only.

If, due to circumstances beyond **Our** control and **We** cannot arrange a **Hire Vehicle** for **You** **We** may, at **Our** discretion, reimburse transportation costs up to a maximum of £10.00 per day for the period **Your** vehicle is unavailable subject to the number of days cover provided under **Your** policy as shown on **Your** policy **Schedule**.

If the **Insured Vehicle** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, **We** will reimburse **Your** transportation costs up to a maximum of £10.00 per for the period **Your** vehicle is unavailable for use, subject to the number of days cover provided under **Your** policy as shown on your policy schedule.

EXCLUSIONS

The following are not covered under this insurance:

- a) Drivers under 21 years of age .
- b) Any **Insured Vehicle** used in any way for hire or reward including courier work.
- c) Any vehicle used for Driver Instruction/Tuition.
- d) Any charges imposed by the **Hire Vehicle Company** for additional drivers if it is agreed with the **Hire Vehicle Company** that they can be included.
- e) Use of the **Hire Vehicle** outside **Your Home Country** in which **You** are a permanent resident. .
- f) Any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**.

g) 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**.

- h) Any claim which has not been reported to **Us** within 14 days of the incident, accident or theft giving rise to the claim occurring.
- i) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance or other means.
- j) Any further **Hire Vehicle** charges incurred after the **Hire Period**.
- k) Any **Hire Vehicle charges** for more than 3 days after payment has been issued to **You** in settlement of a claim under **Your** motor insurance policy.
- l) The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Commencement Date** or after the **Period of Cover** has ended.
- m) Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle.
- n) Any claim relating to mechanical or electrical breakdown/failure or misfuelling.
- o) Fires caused by modifications not approved by the **Insured Vehicle manufacturer**, or not fitted an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer.
- p) Claims relating to a vehicle being **Undrivable** due to damage relating to more than one single incident.

CLAIMS PROCEDURE

If the **Insured Vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **You** must report it to the **Claims Administrator** immediately, and in no event later than 14 days after the event, on telephone number **0191 276 8245** quoting: **Master Certificate Number GVH/AST/FSL/01/150118**.

The **Hire Company** will then contact **You** directly with a view to getting **You** mobile again as soon as reasonably possible.

You will receive a copy of the **Hire Company's** terms and conditions. It is a **Condition** of this policy that **You** comply fully with the terms and conditions of the **Hire Company**.

If **You** wish to take advantage of any options the **Hire Company** may offer, such as Excess Protection or Collision Damage Waiver, the cost of these upgrades and any administration fee will be **Your** responsibility.

CONDITIONS

You must comply with the following obligations, each of which is a **Condition** of this **Policy**:

- a) Ensure that the **Insured Vehicle** is serviced in accordance with manufacturer's instructions and covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
- b) The incident that gives rise to a claim on this policy must have been reported to **Your** motor insurers and **You** must be actively pursuing repairs or settlement of **Your Claim**.
- c) Ensure that **We** receive a claim form for any claim under this policy within 14 days after the event giving rise to the claim.
- d) Provide any information reasonably requested by **Us** within a reasonable time.
- e) Ensure any claim **You** make is an honest claim and not one which is false or fraudulent.
- f) **You** should comply fully with the terms and conditions of the **Hire Company**.
- g) It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**.
- h) Any damage caused to the **Hire Vehicle** and any associated costs will be **Your** responsibility.
- i) It is **Your** responsibility to ensure that adequate motor insurance is in place for **Your** use of the **Hire Vehicle**.
- j) **You** may have to provide comprehensive insurance for the **Hire Vehicle**.
- k) **You** must take all reasonable steps to mitigate the costs of the claim.
- l) **You** must take all action possible to recover any costs, charges or fees **We** may have paid or be liable to pay and pay such amounts recovered back to **Us**.
- m) **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 indemnified under this policy.
- n) Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire costs of the **Hire Vehicle** from the **Third Party**.
- o) 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.
- p) Before a **Hire Vehicle** is provided **You** may be asked to provide credit card details to cover any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**. If **You** cannot provide these details the **Hire Company** may refuse to provide a **Hire Vehicle**.

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 selling broker within 14 days of issue and **We** will refund **Your** premium. Thereafter, **You** may cancel **Your** policy at any time however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days' notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

This policy is not transferable.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions, concerns or complaint about the handling of this insurance or the handling of a claim **You** should contact the Operations Manager at On Hire Ltd. The contact details are: Operations Manager, On Hire Ltd, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE. Tel 0344 5761560 Fax 0191 2655389. Please ensure **You** quote **Your** policy number reference in any communication with **Us**.

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: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel 0845 080 1800. 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.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim

Compensation Scheme

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