



Auto Replace Policy Wording

In all correspondence please state your Master Certificate Number:

F&LRHV / 09 / 2020

This Replacement **Hire Vehicle** Insurance policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. **Our** Financial Service Register number is 202915. Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Lexelle Limited is authorised and regulated by the Financial Conduct Authority under FCA firm reference No: 312782.

The Lexelle Replacement **Hire Vehicle** Insurance Policy covers motor insurance policyholders for the provision of a **hire vehicle** should their vehicle be damaged as a result of a road traffic accident, fire, malicious damage theft or attempted theft see 'Section 2 – Cover'.

Definitions

The following words shall have the meanings given below wherever they appear in **bold**:

Commencement Date

The date shown on the policy **schedule** confirming when cover comes into force.

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

The class of vehicle designated 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**.

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 **period of cover**.

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

The United Kingdom of Great Britain and Northern Ireland.

Third Party

The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy.

We, Us, Our

Financial & Legal Insurance Company Limited.

Undriveable

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 un drivable by a single road traffic collision, fire, malicious damage, theft or attempted theft, (excluding if due to glass damage,) and the incident occurs within the **territorial limits**, **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 the **territorial limits** only.

All vehicles are fully serviced, less than 3 years old and will be of the group or higher of that specified in **your** policy **schedule**.

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 the rate **we** would pay for the rental per day for the **hire period**.

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 the rate **we** would pay for the rental per day for the **hire period**.

Claims Line – 0800 073 3091

Claims are handled by Lexelle Limited.
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Exclusions

The following are not covered under this insurance:

- a) Drivers under 21 years of age in Great Britain.
- b) Drivers under 23 years of age in Northern Ireland.
- c) Any **insured vehicle** used in any way for hire or reward. A vehicle used for courier/delivery work is acceptable provided that this is shown on **your schedule** and the appropriate premium has been paid.
- 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 the **territorial limits**.
- 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 driver with more than 2 fault accidents/claims in the last 5 years.
- i) Any driver with multiple convictions amounting to more than 6 driving licence penalty points, or any convictions with driving licence codes beginning with AC, BA, CD, DD, DR, DG, IN, LC, MR, MS, TT, UT or any driving bans within the last 5 years.
- j) Any driver with any unspent criminal prosecutions.
- k) Any claim which has not been reported to **us** within 14 days of the incident, accident or theft giving rise to the claim occurring.
- l) Any provision of a **hire vehicle** where a **hire vehicle** is already available under another insurance or other means.
- m) Any further **hire vehicle** charges incurred after the **hire period**.
- n) 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.
- o) 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.
- p) Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle.
- q) Any claim relating to mechanical or electrical breakdown/ failure or mis-fuelling.
- r) Fires caused by modifications not approved by the **insured vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer.
- s) Claims relating to a vehicle being **undriveable** due to damage relating to more than one single incident.
- t) **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is understood and agreed as follows:

- i. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

- ii. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.
- u) 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.
- v) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- w) 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.
- x) **Infectious or Contagious Disease Exclusion**

Notwithstanding any other provision herein, **your** insurance policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- Infectious or contagious disease;
- Any fear or threat of (a) above; or
- Any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Claims Procedure

Lexelle Limited is an insurer's agent and in the event of a claim act on behalf of Financial & Legal Insurance Company Limited.

If the **insured vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **you** must report it to **us** immediately, and in no event later than 14 days after the event, on telephone number 0800 073 3091 quoting:

Master Certificate Number: F&LRHV / 09 / 2020.

The **hire company** will then contact **you** directly with 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.

Claims Line – 0800 073 3091

Claims are handled by Lexelle Limited.
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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 21 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) This policy is governed by the laws of England and Wales.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the agent or broker that sold **you** this policy 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, **you** will be entitled to a full refund of premium.

Thereafter **you** may cancel the insurance cover at any time by informing the agent or broker that sold **you** this policy, 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:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Making Yourself Heard/Complaints

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:

Relating to the sale of the policy

Please contact **your** agent who arranged the insurance on **your** behalf.

Relating to claims

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD.

Tel: 0114 249 3300

Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: F&LRHV / 09 / 2020

Claims Line – 0800 073 3091

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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 £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial & Legal Insurance Company Ltd Privacy Notice

We are Financial & Legal Insurance Company Limited, 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.

Financial & Legal Insurance Company Limited'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://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Your Responsibility

You must take reasonable care to:

- a) Supply accurate and complete answers to all the questions **we** or the 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 **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, 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** broker / agent is inaccurate or has changed, **you** must inform them as soon as possible.

Fraudulent Claims/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; or
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.
- 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.

Compensation Scheme

If Financial & Legal Insurance Company Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **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, PO Box 300, Mitcheldean, GL17 1DY