# Replacement Vehicle Policy Wording

### How to make a claim
To make a claim on **your Replacement Vehicle** policy, please call the number listed in **Your Motorcycle Insurance Policy Confirmation Of Cover Letter**,opening hours are 24 hours a day, 365 days a year.

Making a claim is easy, please follow the 4 steps below;

1. Read **Your** policy wording to check that the cause of the claim is covered;
2. In the event of theft or vandalism **You** will be required to provide **Your** crime reference number to the **Hire Firm**;
3. If **You** have a valid claim then **We** will arrange for the delivery of a **Replacement Vehicle** to **You** within 1 working day of the claim being accepted, which **You** can use for the **Hire Period**;
4. **You** must keep the **Hire Firm** fully informed at all times of all matters relating to the **Insured Incident** and in particular must notify them immediately if the **Insured Vehicle** is replaced, settlement received for the value of the **Insured Vehicle**, or where the **Insured Vehicle** is recovered in the event of theft.

### Your Replacement Vehicle Policy
This policy booklet combined with **Your Motorcycle Insurance Policy** confirms cover. In return for payment of the premium **We** agree to insure **You** in accordance with these terms and conditions, contained in this booklet. Please note that once **You** have paid **Your** premium to **Your** insurance intermediary **We** treat it as having been received by **Us**.

### Important
Please keep this policy booklet, together with **Your Motorcycle Insurance Policy**, in a safe place so **You** can read it again if **You** need to. **You** can only take out this insurance if **You** have bought a **Motorcycle Insurance Policy** with **Your** insurance intermediary. If **Your Motorcycle Insurance Policy** is cancelled for any reason, this policy will also be cancelled.

This policy booklet is a legally-binding contract of insurance between **You** (the insured) and **Us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information **You** provided, and **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy booklet.

Please check that the information contained in this policy meets **Your** requirements. If it does not, please contact the insurance intermediary who arranged this insurance for **You**.

### Your Insurer
This insurance is arranged by URIS Group, administered by Arc Legal Assistance Ltd and underwritten by AmTrust Specialty Limited.

Claims are managed on behalf of the **Insurer** by the **Administrator** who have appointed the **Hire Firm** to deal with any claims covered by the policy.

If **You** have paid the premium **We** will agree to insure **You** subject to the terms and conditions detailed in this policy wording for a **Replacement Vehicle** in the event of an **Insured Incident** during the **Period of Insurance**.

Please take time to read the contents of this policy including how to make a claim. If **You** do need to discuss any aspect of this policy, please call **Your** agent who arranged this insurance on **Your** behalf.

**Your** policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **We** cancel this policy; or
- The underlying **Motorcycle Insurance Policy** is cancelled.

### Eligibility
**You** are eligible to take out this **replacement vehicle** insurance if, on the **Start Date**, **You** agree to pay the premium and:

- **You** are the policy holder of a valid **Motorcycle Insurance Policy**; and
- **You** are a **UK** resident with a permanent **UK** address.

| What is covered | What is not covered |
|---|---|
| In return for the payment of **Your** premium, **We** will arrange for the supply of a **Replacement Vehicle** to **You** for the duration of the **Hire Period** in the event that the **Insured Vehicle** is involved in an **Insured Incident** arising during the **Period of Insurance** within the **Geographical Limits**.<br><br>The **Replacement Vehicle** will be delivered to **You** free of charge as soon as is practically possible and in any event within one working day of **You** reporting an **Insured Incident** to **Us**.<br><br>**You** may ask for the **Replacement Vehicle** to be delivered to **You** at any convenient place within the **Geographical Limits**.<br><br>If, for whatever reason, it is not possible to provide **You** with a **Replacement Vehicle We** will contribute up to £20 per day towards transportation costs, up to a maximum of £280 per individual claim.<br><br>A maximum of 2 claims can be made during the **Period of Insurance**. | This policy will not cover:<br>1. Any more than 2 claims against this policy during the **Period of Insurance**;<br>2. The supply of a **Replacement Vehicle** to any person who does not meet the **Hire Firm's** standard terms and conditions of hire in force at the date of the I**nsured Incident**;<br>3. Any **Vehicle Hire Costs** incurred before **Our** acceptance of a claim or not arranged through **Us**;<br>4. Any **Vehicle Hire Costs** where the **Insured Incident** has not been reported under **Your** own **Motorcycle Insurance Policy**;<br>5. Any **Vehicle Hire Costs** as a result of theft or vandalism which has not been reported to the police and where a crime reference number has not been obtained;<br>6. The supply of a **Replacement Vehicle** where the loss of the **Insured Vehicle** arises out of any deliberate or criminal act or omission other than vehicle theft or vandalism;<br>7. The supply of a **Replacement Vehicle** where the **Insured Vehicle** is used for racing, rallies or competitions;<br>8. The supply of a **Replacement Vehicle** where there is any allegation that the **Insured Incident** arose at a time when the **Insured Person** had consumed alcohol or illegal drugs;<br>9. Any costs of fuel, fares, fines or fees relating to the **Replacement Vehicle** whilst in **Your** possession;<br>10. Any additional hire charges due after the **Hire Period**;<br>11. Any **Vehicle Hire Costs** after **Your Insured Vehicle** is replaced, settlement received for the value of the **Insured Vehicle** or where the **Insured Vehicle** is recovered in the event of theft. |

## General exclusions

**We** will not pay for:

**Existing and Deliberate Damage**

- Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- Loss or damage caused deliberately by **You** or any member of **Your** household.

**Radioactive Contamination**

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.

**War Risks**

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.

**Sonic Bangs**

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

**Confiscation**

Loss or damage caused by nationalisation or confiscation by any authority.

**Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

**Electronic Data**
Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

## General conditions
**False/Fraudulent Claims**
If **You** or anyone acting on **Your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void and the claim will not be paid, and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

**Claims**
In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy.
**You** must give **Us** or the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim.

**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.

**Arc Legal Assistance Ltd Privacy and Data Protection Notice**

**Privacy and Data Protection Notice**
(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

**1. Data Protection**
**We** will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

**What we do with your personal information**
**We** might need to use the information **We** have about **You** for different reasons.
For example, **We** might need it:
· to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
· to help **You** if **You** have any queries or want to make a claim.
· to provide **You** with information, products or services if **You** ask **Us** to.
· for research or statistics.

**We** will need it:
· to provide this insurance.
· to contact **You** to ask if **You** want to renew it.
· to protect both **You** and **Us** against fraud and money laundering.
· to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

**Rights and Responsibilities**
**We** have the right, at **Our** expense and in **Your** name to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- Start legal action to get back from anyone else any payments that have already been made.

At **Our** cost, **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

**Consumer Insurance Act**
**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions **We** or **Your** insurance intermediary may ask as part of **Your** application for cover under the policy;
- make sure that all information supplied as part of **Your** application for cover is true and correct;
- tell **Us** or **Your** insurance intermediary of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

If **You** do not answer questions truthfully and accurately, this may affect **Your** cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim; please refer to 'General Conditions' for more information.

**Change of circumstances**
**You** must immediately advise **Your** insurance intermediary if any of the following circumstances change at any point during the **Period of Insurance**:

- **You** are no longer a permanent lawful resident of the **UK**; or
- **You** change **Your** address.

If **You** are not sure if a change in circumstances is relevant to **Your** policy, please contact **Your** insurance intermediary.

**Transferring Your Interest in the policy**
**You** cannot transfer **Your** interest in the policy to anyone else.

## Cancelling your policy
If **You** decide to cancel **Your Replacement Vehicle** policy, **You** can do so by**;**

- Live Chat;
- Writing to: Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

Contact methods can be found in **Your Motorcycle Insurance Policy Confirmation Of Cover Letter**.

**Your right to cancel in the cooling off period**
If **You** cancel within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later, **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim on the policy.

**Your right to cancel after the cooling off period**
After the first 14 days no refund of premium will be payable.

**Insurer's right to cancel**
This policy runs alongside **Your Motorcycle Insurance Policy**, if **Your Motorcycle Insurance Policy** is cancelled for any reason this policy will also be cancelled by **Us**.

**We** may cancel **Your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:
a) Fraud;
b) Non-payment of premium;
c) Threatening and abusive behaviour;
d) Non-compliance with policy terms and conditions.

Where **We** have cancelled **Your** policy for the above reasons, no refund of premium will be made.

If **You** have paid the premium, **We** will agree to insure **You** subject to the terms and conditions detailed in this policy wording for a **Replacement Vehicle** in the event of an **Insured Incident** during the **Period of Insurance**.

Please take time to read the contents of this policy including how to make a claim. If **You** do need to discuss any aspect of this policy, please call **Your** insurance intermediary.

**Your** policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **We** cancel this policy; or
- The underlying **Motorcycle Insurance Policy** is cancelled.

## Customer service & complaints

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You** please contact **Your** insurance intermediary by:

- Live Chat;
- Writing to: Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

Contact methods can be found in **Your Motorcycle Insurance Policy Confirmation Of Cover Letter.**

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Hire Firm** by calling the claims number listed in **Your Motorcycle Insurance Policy Confirmation Of Cover Letter**.

Please ensure **Your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

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

From a landline: 0800 023 4567. From a mobile: 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk. Website: www.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 authority Trading Standards Service or Citizens Advice Bureau.

**Financial Services Compensation Scheme**

AmTrust Specialty Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Definitions

The following words or phrases have the same meaning wherever they appear in **Your** policy in **bold** text and with a capital letter.

**Administrator**

Arc Legal Assistance Ltd.

**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 www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. 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.

**Computer Virus**

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.

**Confirmation of cover letter**

The document which forms part of the motorcycle insurance contract alongside which **You** have bought this policy. It contains **Your** name and address and details of the **Insured Vehicle**.

**Electronic Data**

Facts, concepts and information stored to form useable data 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.

**Geographical Limits**

Unless stated otherwise the policy only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

**Hire Firm**

The provider of **Your Replacement Vehicle,** who handle claims on behalf of the **Insurer**.

**Hire Period**
The period from the date a **Replacement Vehicle** is delivered to **You** until the date when **You** receive a settlement in respect of the value of the **Insured Vehicle**, the date the I**nsured Vehicle** is repaired or the date on which the **Insured Vehicle** is recovered in the event of theft, subject to a maximum of 14 days.
Insured Incident

**Insured Incident**

- A road traffic accident which is **Your** fault, damage by fire, vandalism or attempted theft within the **Geographical Limits** that renders the **Insured Vehicle** a total loss (a write off) or **Unrideable**, as determined or accepted by the **Insurer**, the **Third Party** 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; or
- Theft of the **Insured Vehicle** within the **Geographical Limits** where the **Insured Vehicle** is not recovered.

**Insured Person**
**You** and any other person driving the **Insured Vehicle** with **Your** permission and under the cover of **Your Motorcycle Insurance Policy** providing they satisfy the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**.

**Insured Vehicle**
The motorcycle specified in the **Motorcycle Insurance Policy** issued with this policy.

**Insurer/We/Us/Our**
Arc Legal Assistance Ltd and AmTrust Specialty Limited.

**Motorcycle Insurance Policy**
The motorcycle insurance policy that has been issued to **You** for the **Insured Vehicle** by the insurance intermediary who arranged this insurance on **Your** behalf.

**Period of Insurance**
This policy will run concurrently with **Your Motorcycle Insurance Policy** for a maximum of 12 months. If **You** arranged this policy after the **Start Date** of **Your Motorcycle Insurance Policy**, cover will be provided from the date **You** bought it and will end on the expiry date of **Your Motorcycle Insurance Policy**.

**Replacement Vehicle**
A replacement motorcycle having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 650cc in any event.

**Start Date**
The date shown in **Your Motorcycle Insurance Policy** schedule or the date **You** purchased this insurance if afterwards.

**Third Party**
The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding any **Insured Person**.

**United Kingdom, UK**
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

**Unrideable**
Damaged in a manner which (albeit temporarily) renders the **Insured Vehicle** unfit for lawful use on a public highway within the **Geographical Limits**.

**Vehicle Hire Cost**
The cost of hiring a **Replacement Vehicle** for one continuous **Hire Period**.

**You/Your**
The person named as the policy holder in the **Motorcycle Insurance Policy**.