

Total Mobility Policy and Schedule Temporary Replacement Vehicle Cover

**Important – All potential claims must be reported to
The Administrator on 0330 111 5406**

Introducing Your Temporary Replacement Vehicle Policy

To ensure **you** get the most from **your** cover, please take time to read this policy, which explains the contract between **us**. If **you** have any questions or would like more information please contact **your** selling agent.

Your policy only covers **you** if **you** have paid **your** premium in full. **We** agree to provide the insurance cover within this policy, in accordance with the terms and conditions, as long as the **insured incident** happens during the **period of cover** and within the **territorial limits**.

Definitions

Whenever the following words or expressions appear in **bold** in **your** policy they have the meaning given below.

Administrator – Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

Hire Company - The hire company appointed by the **administrator** to provide **temporary replacement vehicles** under this insurance policy.

Hire Period –Up to a maximum of 14 days.

Insured Incident - A fault road traffic accident that renders the **insured vehicle** a **total loss** or theft, attempted theft, fire, vandalism or an act of malicious damage within the **territorial limits** rendering the vehicle immobilised (as determined or accepted by the **motor insurer** or **third party insurer**).

Insured Vehicle - The vehicle specified in the schedule which **you** insure under **your** motor insurance policy, for which **you** hold a current certificate of motor insurance at the time of the **insured incident**, and for which a premium has been paid for this policy.

Motor Insurer – An insurer licenced to write motor insurance in the United Kingdom.

Period of Cover - The period between the start date and the end date as shown in the schedule.

Temporary Replacement Vehicle(s) - A vehicle which is provided to **you** on a temporary basis in the event of an **insured incident**. The actual make and model of the **temporary replacement vehicle(s)** will be decided by the **hire company**. Please refer to **your** schedule for the **hire period** and the level of cover purchased (the maximum level of cover is a 2.0 engine car).

Territorial Limit – England, Wales and Mainland Scotland.

Third Party Insurer - The **motor insurer** of the other person(s) responsible for the **insured incident**, excluding any insured person.

Total Loss – A determination that is made by **your motor insurer** that **your insured vehicle** is uneconomical to repair following a road traffic accident or incident of fire, theft or malicious damage.

You, Your – The person named as the policyholder on **your** current motor insurance certificate.

We, Us, Our – Mean any, or all, of:
• Jackson Lee Underwriting
• Ageas Insurance Limited (“Ageas”)

Your Demands and Needs

This policy meets the demands and needs of customers whose **insured vehicle** is a **total loss** (a write off) or has been immobilised due to theft, fire or vandalism where the incident is deemed to be the fault of the customer and recovery from a third party is not possible.

The law that applies to this policy

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey Courts will have exclusive jurisdiction.)

The language used for this policy

The contractual terms and conditions and other information relating to this policy will be in the English language.

Cancelling your policy

We hope that **you** will be happy with **your** policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents or from the purchase date, whichever is later, to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for a **temporary replacement vehicle(s)** during this period.)

You may cancel **your** policy at any time after the 14 day cooling off period however no refund of premium will be available.

To cancel **your** policy, please contact the agent who sold **you** **your** policy

The Insurers' Cancellation Rights

We reserve the right to cancel this policy by giving **you** seven days' notice in writing, which **we** will send by recorded delivery to the most recent address **we** have for **you**. Examples of when **we** might do this includes **you** not paying a premium when due or **us** discovering that **you** are no longer eligible for cover.

We reserve the right to cancel this policy immediately if **you** commit fraud.

What Is Covered

We will provide **you** with a **temporary replacement vehicle(s)** up to the category and period specified in **your** policy schedule, or until **you** can drive **your insured vehicle** again, if this is sooner following:

- Theft, attempted theft, fire or vandalism or an act of malicious damage to **your insured vehicle** making it unfit to drive; or
- A fault accident that causes **your insured vehicle** to be deemed a **total loss** as decided by **your motor insurer**.
- If for any reason **we** are unable to provide **you** with a **temporary replacement vehicle(s)** **we** will subject to the terms and conditions of this policy pay a daily amount of £20.00 to a maximum benefit of £250.00 towards **your** travel costs.

In any case **you** must:

- Have reported the incident to **your motor insurer** and if a criminal act has been committed, to the police;
- Tell **us** as soon as **your insured vehicle** becomes available for **you** to drive again.

If the **insured vehicle** is stolen but later recovered in a driveable condition, before the period referred to above expires, the period during which a **temporary replacement vehicle(s)** will be provided under this policy will terminate on the date that **your insured vehicle** is recovered.

No more than two claims can be made during the **period of cover** and only one **temporary replacement vehicle** will be provided per **insured incident**.

Policy Exclusions

- Any costs **you** incur before **your** claim is accepted.
- Any claim following an **insured incident** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from **your** motor insurance policy.
- Any claim for a **temporary replacement vehicle(s)** where the **motor insurer** does not agree to pay **your** claim for loss or damage to **your insured vehicle** under the terms of **your** motor insurance policy following an **insured incident** which gives rise to a claim under this policy.

4. Any claim where the **insured vehicle** was being used for hire or reward, racing, competitions, rallies or trials at the time of the **insured incident**.
5. Any claim where the **insured vehicle** has been stolen or has suffered damage from attempted theft, malicious damage or vandalism, which **you** have not reported to the police.
6. Any sea transit charges for the delivery and collection of the **temporary replacement vehicle(s)**.
7. All fees, fines, fares and fuel relating to the **temporary replacement vehicle(s)** while **you** hire it.
8. Any further hire charges due after;
 - a) The **hire period** as shown in **your** schedule; or
 - b) The date on which the **insured vehicle** is repaired or replaced under the terms of **your** motor insurance policy; or
 - c) The seventh day since receiving the first settlement offer from **your motor insurer**, whichever is the earliest.
9. Any insurance excess payable in the event of a claim arising out of an accident involving the **temporary replacement vehicle**.
10. Any claim for a **temporary replacement vehicle** which **you** report to the **administrator** more than 5 days after the **insured vehicle** has been determined, or accepted, by the **motor insurer** (or the **third party insurer**) to be a **total loss** (a write off) or immobilised.
11. Any claim:
 - a) where the **insured incident** was due to a deliberate or criminal act of an insured person; or
 - b) which is fraudulent, false or exaggerated; or
 - c) which is genuine, but which an insured person has used fraudulent means or false statements to make.

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

General Conditions

1. **You** must agree to **us** trying to recover any vehicle hire costs in **your** name and any costs recovered must be paid to **us**.
2. **We** will choose the vehicle **hire company** and the **hire company** will choose the type of vehicle to be hired
3. **You** must meet the minimum age and licensing rules of the **hire company** **we** choose and follow any conditions of hire.
4. **You** will be responsible for paying an excess to the **hire company** if the **temporary replacement vehicle(s)** is damaged during the **hire period**. **You** may avoid paying the excess if **you** pay the **hire company** an insurance premium. The premium will depend upon the **hire period**.

How to make a claim

If **you** need to make a claim for a **temporary replacement vehicle** due to an **insured incident** then please call the **administrator** on **0330 111 5406**. Lines are open 8am - 5.30pm Monday to Friday.

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

The following process will be undertaken to provide a **temporary replacement vehicle**:

1. **You** will be required to provide **your** crime reference number for all theft damage, malicious damage or vandalism related claims
2. **You** will be required to present the following documents to the **hire company**;

- Valid motor insurance policy documents including a current certificate of motor insurance.
- The photocard driving licence for yourself and any other insured drivers **you** wish to drive the **temporary replacement vehicle**.

If **you** do not provide these documents and, if applicable, a crime reference number, **you** will not be provided with a **temporary replacement vehicle** and **your** claim will not be covered under this policy.

You will be required to provide a credit or debit card when **your temporary replacement vehicle** is provided. **You** may be charged a fee on **your** card. This will be refunded when **you** return the **temporary replacement vehicle** to the **hire company** providing the conditions of hire are adhered to.

The **temporary replacement vehicle** will be provided with some fuel and it is **your** responsibility to replenish the tank to the same level as **you** received it, ready for the **hire company** to collect (from any UK registered address). Any excess fuel cannot be refunded.

You will be responsible for any additional, necessary costs that are incurred in delivering or collecting the **temporary replacement vehicle** (e.g. tolls, water crossing).

You will be responsible for any charges for periods of use outside of that agreed under this policy.

Our customer care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following:

For complaints about the sale of the policy, **you** should contact or write to the selling agent that sold **you** this policy.

For complaints about claims, policy administration and documents, please write to the Managing Director at: Virtual Insurance Products Ltd, The Estate Office, Shadrack, Berry Pomeroy Totnes, Devon, TQ9, 6LR, phone 0330 111 3093 or email info@jlundrwriting.co.uk

We will acknowledge **your** complaint within 3 working days of receiving it.

We will look to:

- Try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this **we** will write to **you** within 5 working days
- Tell **you** the name of the person managing the complaint when **we** send **our** acknowledgement letter and;
- Aim to resolve **your** complaint within 20 working days. If this is not possible for any reason **we** will write to let **you** know when **we** will contact **you** and provide **you** with **our** final response.

Financial Ombudsman Service

If **you** are still not happy with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving **your** complaint, **you** can pass **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Phone: 0800 023 4567

You can visit the Financial Ombudsman Service website at:

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** rights to take legal proceedings.

The right to apply to the Ombudsman must be exercised within six months of the date of **our** final decision. If **you** do not refer **your** complaint within 6 months of **our** final decision The Financial Ombudsman Service will not have **our** permission to review **your** case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

Financial Services Compensation Scheme

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

Your Personal Information

We, as Jackson Lee Underwriting collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security.

We will only share **your** information in the following circumstances:

- It is with the underwriter of this policy
- It is with the agents which sold this policy
- It is allowed by law
- It has been authorised by **You**
- It is provided to recovery operators, claims administrators and investigators, credit reference agencies, anti-fraud databases, solicitors, public and regulatory bodies or other suppliers as required to fulfil **our** obligations in this policy wording. **Your** information will be limited to the minimum information ordinarily required.

We will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

You have the right to ask for a copy of any personal information **we** hold about **you**. **You** also have the right to ask **us** to correct mistakes, change the way we use your information, or even delete it. **We** will either do what **you** have asked, or explain why **we** are unable to do so – usually because of a legal or regulatory reason.

In most cases, **we** only keep **your** information for as long as the regulations say **we** have to. **We** typically keep policy and claims records for up to 8 years from the end of **our** relationship with **you**.

Enquiries in relation to data held by **Jackson Lee Underwriting** or for a full copy of our privacy policy please contact: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: info@junderwriting.co.uk

For more information please contact Jackson Lee Underwriting for a copy of our full Privacy Policy.

Privacy Notice

We, as Ageas Insurance Limited are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: thedpo@ageas.co.uk. **Your** selling agent will have their own uses for **your** personal data please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting Your Information

We collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using Your Information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing Your Information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping Your Information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use And Storage Of Your Information Overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your Rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfill a request **we** will always let **you** know **our** reasons.

This insurance is underwritten by Ageas Insurance Limited Registered in England and Wales No. 354568. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, United Kingdom. www.ageas.co.uk.

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