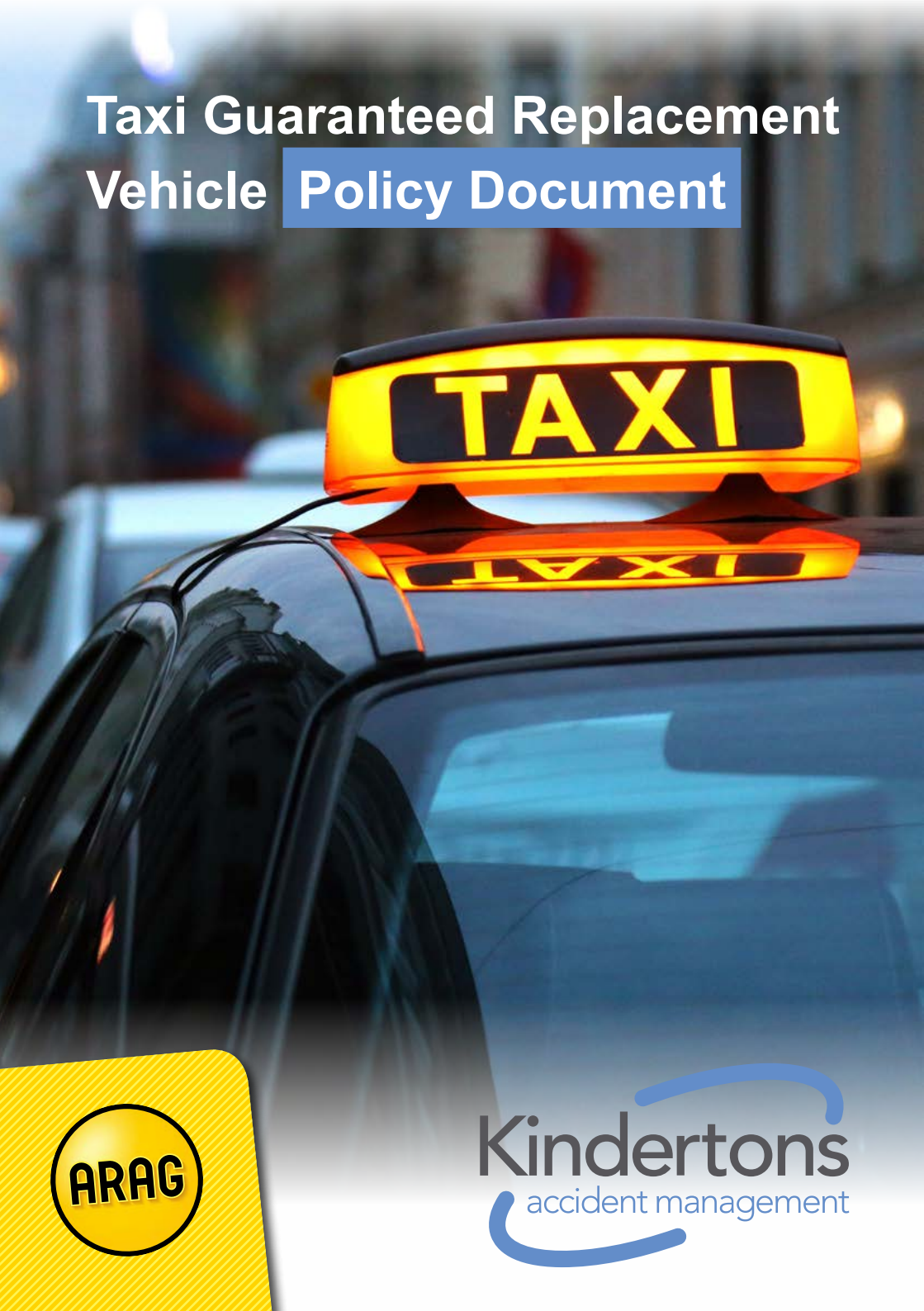
Taxi Guaranteed Replacement Vehicle Policy Document



ARAG

Kindertons
accident management

Taxi Guaranteed Replacement Vehicle

Please read this policy carefully and in full to understand the terms and conditions, as well as the claims procedure.

This section summarises the policy cover only; the policy wording starts at page 4 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your cover from.

Main benefits of Taxi Guaranteed Replacement Vehicle

This Taxi Guaranteed Replacement Vehicle Cover (the “Cover”) will provide a replacement vehicle if you cannot use your own as a result of an accident, or because it has been stolen. The replacement vehicle will be available to you for the period shown in your policy schedule, depending on the time needed to repair your own vehicle.

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries – including the US, Canada and Australia – ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than 2.0 billion EUR.

Important information

Claims procedure

You must report any incident which may give rise to a claim for a replacement vehicle under this cover without delay, and in any event within 14 days of the occurrence of that incident, by calling **01372 725 777.** The claims line operates 24 hours a day, 365 days a year.

You must provide without delay all information requested by us in relation to that incident.

You must provide any assistance required by us in connection with the recovery of any costs incurred in the provision of a replacement vehicle.

You must provide any assistance permitting us to take proceedings in your name and/or assigning any rights against any such third party to us or our representatives.

Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk.
The insurer's full privacy notice may be found at the following link:
https://www.hdi-specialty.com/int/en/legals/privacy

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations.

Further information about compensation scheme arrangements is available at **www.fscs.org.uk**

Taxi Guaranteed Replacement Vehicle

This policy is proof of the contract between **you** and the **insurer**.

Words that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

The **insurer** will pay for the costs of a **replacement vehicle** if

- the **insured vehicle** is damaged and rendered un-driveable by an event which occurs within the **territorial limits**, **we** will arrange for a **replacement vehicle** for **your** use only until the **insured vehicle** is repaired or in the case where **your insured vehicle** is declared a total loss by **your** motor **insurer**, until 3 days following payment having been issued to **you** in settlement of **your** motor insurance claim, which ever is the earlier and not exceeding the Limit of Indemnity.
- the **insured vehicle** is stolen from a location within the **territorial limits**

up to a maximum of the number of days shown in **your** policy schedule where **you** meet all of the following requirements:

1) **you** have paid the insurance premium in respect of this cover and the applicable **motor vehicle insurance policy**;
2) **you** cooperate fully with **us**;
3) **you** keep to the terms of this policy and the applicable **motor vehicle insurance policy**.

In the event that a **hire vehicle** cannot be provided, the maximum amount **we** will pay for transportation costs shall be £35.00 including VAT per day and up to a maximum of £350.00 for standard vehicles, or £50.00 including VAT per day up to a maximum of £500.00 for prestige vehicles. Please refer to the schedule to determine whether **you**'re covered for a standard or prestige vehicle. A maximum of 2 claims can be covered under this insurance policy in any one **period of insurance**.

The policy will also pay up to £50 on a reimbursement basis for the transfer of radio and metering equipment once a valid receipt has been received by **us**. **We** shall not be liable for any damage to or resulting from the transfer of equipment.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Duration of cover benefits

1. In cases of immobilisation of the **insured vehicle** due to an accident, a **replacement vehicle** will be provided until the earliest of
   (i) the date of completion of any necessary repairs to the **insured vehicle**;
   (ii) the date on which any **hire vehicle** is offered to **you**.
2. In the event of theft, the cover will take effect 24 hours after said theft has been reported to the police and until the recovery of the **insured vehicle** or its repair if it has been damaged.
3. At the end of the period for which a **replacement vehicle** is made available to **you**, **you** must immediately return the **replacement vehicle** in accordance with any instructions given by the provider of the **replacement vehicle**.

What is not covered

A **replacement vehicle** will not be provided in any case where:

1. the damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **us**;
2. **you** have failed at the time of reporting the incident or at any other stage to disclose to **us** or any representative appointed by **us** any facts relevant to the incident;
3. **you** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence;
4. the **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring;
5. the insurers under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover;
6. the damage to the **insured vehicle** results from any deliberate or criminal act by **you** or omission or any other act or omission which **we** reasonably believes to be of a fraudulent nature;
7. the **insured vehicle** is damaged or stolen outside the **territorial limits**;
8. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war,rebellion, revolution, insurrection or military or usurped power
   d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
   e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
   f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

1. **We** will arrange the provision of a suitable **replacement vehicle** . If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.
2. All replacement vehicles are provided subject to the following terms and conditions:-
   (i) The terms and conditions of the provider of the **replacement vehicle**. These are available from the provider at the time the **replacement vehicle** is provided.
   (ii) **You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
   (iii) **You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is provided.

(iv) **You** must provide valid credit or debit card details before a **replacement vehicle** is provided.
(v) **You** will be responsible for any fuel costs, fares, fines and fees.
(vi) In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle** **you** must provide a police crime reference number before a **replacement vehicle** can be provided.
(vii) No **replacement vehicle** may be used outside the **territorial limits**.

3. **We** have the right to cancel this policy and/or decline to provide the cover if:-
   (i) **you** do not hold a valid **motor vehicle insurance policy** in respect of the **insured vehicle** at the time of the damage to the **insured vehicle**.
   (ii) **your** motor insurers are entitled to avoid the **motor vehicle insurance policy** or refuse cover.
4. Disputes
   If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.
5. Fraudulent claims
   If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.
6. Cancellation
   a) **You** may cancel the policy
      i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
      ii) at any other time by writing to the person that sold **you** this policy, however, **you** will not be entitled to a refund of the premium.
   b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**. **We** will set out the reason for cancellation in writing.
      Valid reasons may include but are not limited to
      i) where the party claiming under this policy fails to cooperate with or provide information to **us** in a way that materially affects **our** ability to process a claim, or to provide suitable assistance or to protect the **insurer**'s interest,
      ii) where the party claiming under this policy uses threatening or abusive behaviour or language towards **us**,
      iii) where **we** reasonably suspect fraud.
7. Jurisdiction
   This policy will be governed by English Law.

Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Hire vehicle
A vehicle offered to **you** under the terms of any applicable **motor vehicle insurance policy**.

Insured vehicle
The taxi insured under the **motor vehicle insurance policy**.

Insurer
HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Motor vehicle insurance policy
The **motor vehicle insurance policy** in conjunction with which this cover was arranged.

Period of insurance
The term of this policy that runs alongside **your motor vehicle insurance policy** for a period not exceeding twelve months.

Suitable garage
Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Territorial limits
The United Kingdom.

Replacement vehicle
Any vehicle provided in accordance with this cover.

We/us/our
ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/your
The person named as the "**insured**" in the **motor vehicle insurance policy** schedule to which this policy attaches and anyone legally driving the **insured vehicle** with **your** consent.

Signed by

Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls will be recorded).

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

0800 0234 567 or **0300 123 9123**

complaint.info@financial-ombudsman.org.uk

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.
ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE.
Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).