



# Replacement Vehicle

[www.cvd-insurance.co.uk](http://www.cvd-insurance.co.uk)

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# Replacement Vehicle - Theft, total loss and road traffic accident policy

## Introduction

To make sure that **you** get the most out of **your** cover, please take time to read this policy, which explains the contract between **you** and **Great Lakes Reinsurance (UK) SE** . If **you** have any questions or would like more information, please contact Nice 1 Limited, the administrators of the policy.

This insurance is arranged by Nice 1 Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Nice 1 Limited is registered in England under company No 6082902. Registered Office: Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ. Nice 1 Limited is authorised and regulated by the Financial Conduct Authority. FCA Reference Number (FRN) is 650309. Their name, address and regulatory status can be checked by visiting the FCA website at <http://www.fca.org.uk> The Financial Conduct Authority (FCA) is the independent watchdog set up by the government to regulate financial services in the UK, and to protect the rights of the retail customer.

## How to claim

**Please note the below contact details only apply if you have purchased a Replacement Vehicle policy. The claim reporting details are for Replacement Vehicle claims only, for all other claims, to amend your policy details or policy enquiries, please contact your broker or insurance company direct.**

## To make a claim under your policy:-

1. In the first instance you must report the claim online at [www.nice-1.co.uk/claims](http://www.nice-1.co.uk/claims)
2. If no internet access Telephone us on: +44 (0)3333 58 59 60\* or
3. Send details of your claim in writing to: Claims Department, Nice 1 Ltd, Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ

\*The replacement vehicle service is one of the most popular in the UK. As a result, the lines receive a very high volume of calls every day. Nice 1 Opening Hours are Monday to Friday 9am to 5pm. When calls cannot be answered, email [claims@nice-1.co.uk](mailto:claims@nice-1.co.uk) and we will reply by email as soon as possible during office hours.

If writing, please provide a contact telephone number, your postcode and vehicle registration number so we may reduce the time we may need to keep you on the telephone.

Claim line +44 (0)3333 58 59 60 (Messages may be left 24 hours a day).

**You** will be required to provide **your** crime reference number for all **theft** and criminal damage related claims.

If **your vehicle** can be repaired, before **vehicle hire costs** can be paid, **we** will require written confirmation, preferably by email, from **your** insurer or insurance broker confirming that there is no replacement vehicle available under any courtesy vehicle program.

If **your vehicle** is declared beyond economical repair, before **vehicle hire costs** can be paid, **we** will require written confirmation, ideally by email, from either **your** broker or insurance company that **your vehicle** has been damaged beyond reasonable repair.

Please do not hire a vehicle before **we** have agreed to cover **your** claim. If **you** do, **we** will not pay the costs involved.

**You** will be required to provide a credit or debit card as a security deposit. The hire vehicle will be supplied with a full tank of fuel, provided the hire vehicle is returned with a full tank of fuel and no damage, **your** card will not be charged.

## Is something wrong?

**We** will always try to give **you** a quality service. If **you** feel that **we** have let **you** down, please write to **our** Managing Director and he will try to help. **Our** Head and Registered Office is: Nice 1 Limited, Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ.

If your complaint about the sale of your policy or your claim cannot be resolved by the end of the next working day, Nice 1 Limited will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Telephone: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference **06063B**.

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:

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

Telephone: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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 authority Trading Standards Service or Citizens Advice Bureau.

## Definitions

### Commercial Vehicle Direct

The broker that sold **you** a motor policy and this vehicle replacement policy.

### Insurers, we, us, our

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE

### Period of cover

The period for which we have agreed to cover **you**.

### Repairable

Where **your** motor insurer, competent repairer or motor engineer, declares that **your vehicle** is repairable following a road traffic accident.

### Territorial limit

The United Kingdom of Great Britain and Northern Ireland.

### Theft

Taking **your** vehicle without lawful authority.

### Total loss

Where **your** motor insurer, competent repairer or motor engineer, declares **your vehicle** is beyond economic repair and offers a total loss settlement following **theft** or accident.

### Vehicle hire costs

The cost of hiring a vehicle for a single period up to the maximum number of days as stated on **your** Certificate of Insurance, or up to the date **your vehicle** is returned, whichever happens first. The classification group of hire vehicle to be provided is specified in **your** Certificate of Insurance.

### You, your

The person named as the Insured in the attached Certificate of Insurance.

## Your vehicle

The motor vehicle specified in the **Commercial Vehicle Direct** Certificate of Insurance, excluding motorcycles and vehicles registered for Private Hire or as a Hackney Carriage.

## The cover

**You** are covered for a maximum of two claims during the **period of cover** if **you** have paid the premium. **We** agree to provide the insurance described in this policy, keeping to the terms, conditions and exclusions as long as the **insured incident** happens during the **period of cover** and within the **territorial limit**. After **your** second claim, **your** policy becomes void.

## Insured incident

**We** will pay **your vehicle hire costs** following:

- i. **Theft of**, attempted **theft of**, arson, vehicle interference or criminal damage of **your vehicle** making it undriveable or a **total loss**, or
- ii. a road traffic accident with another vehicle that leaves **your vehicle** a total loss or
- iii. a road traffic accident with another vehicle that leaves **your vehicle** damaged and is deemed **reparable**, provided **your vehicle** is insured on a comprehensive basis.

If **we** are unable to provide a vehicle following an **insured incident**, **we** will pay **you** the amount of money they would have paid for the **vehicle hire costs**.

## Policy exclusions

(a) Any claim:

- i. which happens during the first 48 hours of the **period of cover** if **you** take out this policy at a different time from any other related agreement;
- ii. where **vehicle hire costs** are incurred before **we** accept **your** claim;
- iii. which does not result in an accepted and paid claim for the event by **your** motor insurer;
- iv. resulting from **theft** or vandalism which has not been reported to the Police;
- v. under this policy which occurs whilst **your vehicle** is being used for hire or reward;
- vi. relating to **theft** from **your vehicle**;
- vii. where **your vehicle** suffers a mechanical or electrical breakdown;
- viii. where **your vehicle** was being used an emergency vehicle, or in a race, competition, rally or trial at the time of the **insured incident**;
- ix. where **you** are disqualified from driving;
- x. where **you** have any endorsement arising from or relating to unauthorised taking or **theft** of a vehicle, no insurance, drink or drugs or causing death by reckless driving;
- xi. where **you** have incurred two or more periods of disqualification or any conviction with a period of disqualification of six months or more, within the last five years;
- xii. where the driver of **your vehicle** does not hold a valid driving licence or is under the influence of drink or drugs, at the time of the **insured incident**;
- xiii. where **you** do not have a fully comprehensive insurance in force for **your vehicle** at the time of the **insured incident**.

(b) **We** will not pay for any fuel, fares, fines, penalties or fees relating to the hire vehicle whilst in **your** possession.

(c) **We** will not provide a hire vehicle where **you** can be provided with a replacement vehicle via the approved repairer courtesy car program arranged by **your** insurer and their repairer network or where **you** can be provided with a replacement vehicle via an alternative approved repairer network nominated by **us**.

(d) 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, terrorism.

Any direct or indirect consequence of:

- i. Irradiation, or contamination by nuclear material; or
- ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

## Policy conditions

(a) **You** must:

- i. keep to the terms and conditions of this policy;
- ii. try to prevent anything happening that may cause a claim;
- iii. in the first instance, accept a replacement vehicle offered by **your** insurer via their approved courtesy car program;
- iv. in the alternative to insured incident (c), accept a replacement vehicle offered via an alternative approved repairer network nominated by **us**;
- v. have comprehensive insurance in force for **your vehicle**;
- vi. not retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy or after **your vehicle** is returned, which ever happens first;
- vii. not accept a hire vehicle that is of a higher grouping than that permitted by this policy;
- viii. take reasonable steps to keep any amount **we** have to pay as low as possible;
- ix. give **us** full details of **your** claim as soon as possible and give **us** any information requested;
- x. If requested, pay the first £30.00 policy excess of each separate claim to **us** before a replacement vehicle is authorised.

(b) **You** must

- (i) report all **insured incidents** to the police and obtain a crime reference number, except for road traffic accidents;
- (ii) report the incident to **your** insurance company or broker and obtain a claim number.

(c) **You** must

- i. agree to **us** trying to recover any **vehicle hire costs** in **your** name and any costs recovered must be paid to **us**;
- ii. accept the vehicle hire company and the type of replacement vehicle **we** choose to be provided, which will be an appropriate model in the group paid for by this policy;
- iii. meet the age and licensing rules of the hire company **we** choose and must follow any conditions of hire;

- iv. If not otherwise included, be responsible for arranging temporary comprehensive insurance cover to be in place for the hire vehicle and for the duration of hire. This will be arranged with **your** motor insurance company or in agreement with **our** nominated vehicle supplier.
- (d) **We** shall not be bound to accept renewal of any insurance.
- (e) **We** will not pay any claim covered under any policy, or any claim that would have been covered by another policy if this policy did not exist.
- (f) This policy is vehicle specific, if **you** sell or dispose of **your vehicle**, during the period of cover will end immediately. **You** must contact **Commercial Vehicle Direct** to ensure that **your vehicle** is correctly covered.
- (g) 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.
- (h) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
  - i. 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
  - ii. to make sure that all information supplied as part of your application for cover is true and correct
  - iii. tell us of any changes to the answers you have given as soon as possible.Failure to provide answers in-line with the requirement of the Consumer Insurance (Disclosure and Representations) Act 2012 may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## Cancellation

**You** may cancel **your** policy at any time by contacting **Commercial Vehicle Direct**. If **you** cancel within the 14 day “cooling off” period **we** will provide **Commercial Vehicle Direct** with a full refund subject to no claim being made. If **you** cancel after the cooling off period no refund of premium will be payable.

**We** may cancel **your** policy at any time only if we have a valid reason for doing so. Valid reasons for **your** policy being cancelled may include but are not limited to:

- i. Fraud
- ii. Non-payment of premium
- iii. Threatening and abusive behaviour
- iv. Non-compliance with policy terms and conditions

If **we** cancel **your** policy for this reason **we** will give **you** 14 days notice in writing sent to **you** at **your** last known address.

## Managing your expectations

The policy cannot promise immediate or same day delivery. Vehicles provided are as available only and **we** cannot be specific regarding vehicle dimensions and specifications. Subject to the claim being approved, the vehicle supplied will be the most appropriate in line with that selected in **your** replacement vehicle policy from the rental companies **we** work with. Vehicles are supplied on a post code geographic availability basis, so whilst **we** book the vehicle for soonest delivery, it is subject to availability in **your** area, so **we** never promise immediate or same day delivery.

A claim administration process must be completed before a vehicle is authorised and every claim is different, so **we** cannot provide a definitive timescale for individual customers regarding the time that it will take to provide the vehicle from the point a claim is submitted. **We** will however process each claim as quickly as circumstances permit and will advise **you** when the vehicle is booked as to the time/date and location of delivery.

## In the event of your vehicle being written off

Subject to the claim being approved, the policy provides a replacement vehicle in the event of a **theft** related incident or where the vehicle is written off only (as body repairers typically provide courtesy vehicles only for repairable damaged vehicles). For this reason, **we** will require sight of evidence from either **your** insurer, a motor engineer or a competent body repairer who has seen the vehicle that it is beyond repair. An e mail from either sent to [claims@nice-1.co.uk](mailto:claims@nice-1.co.uk) will suffice.

## Vehicle rental essential information

Rental companies will not release vehicles without a credit or debit card being provided. This is a standard rental company security measure as they supply the vehicle with a full tank of fuel. Provided the vehicle is returned at the end of the designated period with a full tank of fuel and there is no additional damage to the vehicle, the payment card is not charged.

## Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) SE, 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](http://www.fscs.org.uk).

## 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 also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



[www.cvd-insurance.co.uk](http://www.cvd-insurance.co.uk)