

Guaranteed Replacement Vehicle



Policy Wording

Contents

3	The meaning of words in this policy	7	Policy conditions Including your right to cancel
4	Welcome	9	Privacy
4	Contact John Lewis Money	9	Who we are
4	How we can help	9	How we use your data
4	How to make a claim	9	Your rights
5	Guaranteed Replacement Vehicle	10	How to make a complaint
5	What we will pay	11	About ARAG
5	Duration of cover benefits		
6	Policy exclusions		



The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

Hire vehicle

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

Insured vehicle

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

John Lewis Money

John Lewis Finance Limited, trading as **John Lewis Money**, responsible for selling and administering this policy.

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.

Replacement vehicle

Any vehicle provided in accordance with this cover. Where possible, the **replacement vehicle** will be of a similar type and specification to the **insured vehicle**, including comparable engine size, transmission, and seating capacity. **We** will decide on the best way to provide help, including selecting the hire company and the vehicle supplied. **We** will not provide a vehicle with customised or bespoke modifications.

Territorial limits

England and Wales, the mainland of Scotland and Northern Ireland.

We/Us/Our/ARAG

ARAG Legal Expenses Insurance Company Limited.

You/Your

The person(s) 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.



Welcome

Thank **you** for purchasing this Guaranteed Replacement Vehicle policy.

This policy has been purchased through **John Lewis Money**, a trading name of John Lewis Finance Limited (Financial Services Register No. 1018169). It is underwritten by ARAG Legal Expenses Insurance Company Limited.

This cover can only be selected alongside a **John Lewis Money** Motor Insurance policy. It is not available as a standalone purchase through **John Lewis Money**.

To make sure **you** get the most from **your** cover, please take time to read this policy. It explains what **you**'re covered for, when **ARAG** can help, and how **John Lewis Money** can assist with general policy administration.

We record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

Contact John Lewis Money

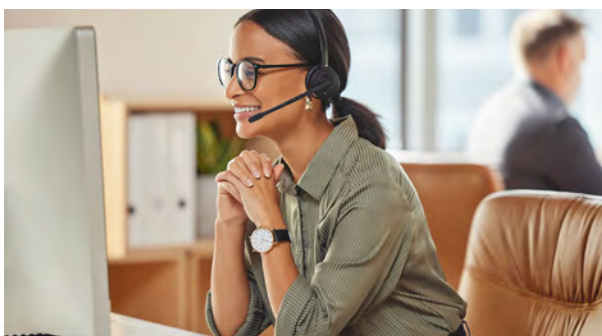
If **you** want to discuss or make any changes to **your** Guaranteed Replacement Vehicle policy, please contact **John Lewis Money**:

- Live Chat: www.johnlewismoney.com/car-insurance
- Email: service@car-insurance.johnlewismoney.com
- Call: **0345 608 9032**
Customer services are open Monday to Friday, 9am-6pm (live chat until 7pm), and Saturday, 9am-12pm (live chat only), excluding bank holidays.

Please have **your** policy number to hand – **you**'ll find this on **your** policy schedule.

You can also manage **your** policy 24/7 at www.insurance.johnlewismoney.com, where **you** can:

- View or print **your** policy documents
- Check **your** details and cover limits



How we can help

If **your insured vehicle** is rendered undriveable following an at-fault accident which results in the **insured vehicle** being declared a write-off, or in the event of a theft, **we** will provide **you** with a **replacement vehicle** for up to 21 days, or until **your insured vehicle** is recovered and repaired (in the case of theft), whichever comes first. If **we** are unable to provide a **replacement vehicle**, **we** will contribute towards **your** alternative transportation costs.

How to make a claim

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 **0345 608 9032**.

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.

Guaranteed Replacement Vehicle

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

You should read the policy and **your** motor insurance policy schedule together as if they are the same document.

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy.

What we will pay

We will pay for the costs of a **replacement vehicle** for a single continuous period up to a maximum 21 days if:

1. damage to the **insured vehicle**, which results in the **insured vehicle** being declared a write-off, occurs within the **territorial limits** as a result of an accident for which **you** are deemed responsible
2. the **insured vehicle** is stolen from a location within the **territorial limits**.

Provided that **you** meet all of the following requirements:

- a) **you** have paid the insurance premium in respect of this cover and the applicable **motor vehicle insurance policy**;
- b) **you** cooperate fully with **us**;
- c) **you** keep to the terms of this policy and the applicable **motor vehicle insurance policy**.

In the event of a valid claim under this cover, if **we** cannot provide a **replacement vehicle** at all, **we** will contribute towards **your** transportation costs at a rate of £40 per day up to a maximum of £840 per individual claim made in the **period of insurance**. These amounts include VAT.

Duration of cover benefits

1. In the event of a write-off, reimbursement of the expenses for hiring a **replacement vehicle** is covered up to a maximum of 21 days. In order to reimburse these costs, **you** must provide a write-off assessment given by an expert, and present the deregistration certificate of the **insured vehicle**. **You** must also send **us** all relevant receipts and invoices before **we** will reimburse **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 up to maximum of 21 days. In order for **us** to reimburse these costs, **you** are required to provide a police crime reference number. **You** must also send **us** all relevant receipts and invoices before **we** will reimburse **you**.
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**.



Policy exclusions

We will not provide cover for the following:

1. where 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. where **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. if **you** do not have a valid **motor vehicle insurance policy**, valid road tax or MOT for the **insured vehicle** or a valid driving licence;
4. in any case where the **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring;
5. if the insurers under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover;
6. any claim arising from **your** deliberate, wilful or criminal act or omission, or any act or omission which **we** reasonably believe to be of a fraudulent nature. This exclusion does not apply to theft or criminal acts committed by third parties;
7. where the **insured vehicle** is damaged or stolen outside the **territorial limits**;
8. **replacement vehicle** costs incurred before **our** acceptance of a claim;
9. if the claim arises from **your** use of alcohol or drugs;
10. any vehicle storage charges incurred during or after the provision of a **replacement vehicle**;
11. the cost of fluids, fuel, or electric vehicle charging;
12. the cost of parking charges, fines or toll charges;
13. any claim arising from the failure or malfunction of self-driving or autonomous features in the **insured vehicle**;
14. any claim caused by, contributed to by, or arising from hacking, unauthorised access, or any other type of cyber attack;
15.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 aircraft 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 **we** declare 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 **us** to cancel **your** policy, or refuse to provide assistance.

1. **You** must:
 - a) Keep to the terms and conditions of this policy.
 - b) Take reasonable steps to avoid and prevent claims.
 - c) Take reasonable steps to avoid incurring unnecessary costs.
 - d) Send everything **we** ask for, in writing.
 - e) Report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2. All **replacement vehicles** are provided subject to the following terms and conditions:
 - a) 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.
 - b) **You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
 - c) **You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is provided.
 - d) **You** must provide valid credit or debit card details before a **replacement vehicle** is provided.
 - e) **You** will be responsible for any fuel costs, fares, fines and fees.
 - f) **You** must pay a security/fuel deposit when the **replacement vehicle** is provided. This is refundable on return provided the **replacement vehicle** is free from damage and has the same amount of fuel as when provided.
 - g) In the event of theft or attempted theft of the **insured vehicle**, **you** must provide a police crime reference number before a **replacement vehicle** can be provided.
 - h) No **replacement vehicle** may be used outside the **territorial limits**.
3. **We** have the right to decline to provide the cover and/or cancel this policy if:
 - a) **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**.
 - b) **Your** motor insurers are entitled to avoid the **motor vehicle insurance policy** or refuse cover.
4. If **you** are not satisfied with the **replacement vehicle** provided and wish to choose an alternative, **you** will be responsible for any additional costs. If **you** require a particular vehicle, **you** must speak directly with the hire company. **We** will contribute up to **our** standard daily hire rate, and **you** must pay any difference in cost.
5. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from failure of the service.
6. **Arbitration**

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financialombudsman.org.uk)
7. **Fraudulent claims**

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

 - a) A claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated.
 - b) A false declaration or statement is made in support of a claim.

8. Cancelling the policy

You can cancel **your** Guaranteed Replacement Vehicle policy at any time by calling **John Lewis Money** on **0345 608 9032** or writing to **John Lewis Money** Insurance, 2nd Floor, Dencora Court, Tylers Avenue, Southend SS1 2BB, or through **your** online account at www.insurance.johnlewismoney.com. **You** will not be charged a cancellation fee if **you** cancel 14 days from **your** policy start date, or the day **you** receive **your** policy documents (whichever is later). If **you** cancel after 14 days, **you** will be charged a cancellation fee.

If **you** haven't made a claim or had a claim made against **you**, and when **you** cancel:

- The insurance cover hasn't started, we'll give a full refund of any premium paid.
- The insurance cover has started, we'll deduct an amount for the time **you**'ve had on cover and refund the rest.

If **you**'ve made a claim or had a claim made against **you**:

- **You**'ll not be entitled to a refund.
- If **you** pay by monthly instalments under a credit agreement, **you**'ll need to settle the remaining annual premium in full.

For details on cancellation fees, please refer to the Terms of Business.

Please note, this cover is an additional benefit to **your** underlying **John Lewis Money** Car Insurance policy and cannot be held as a standalone policy. If **you** cancel **your** Car Insurance policy, this cover will automatically be cancelled at the same time.

9. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

10. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

11. Law that applies

This policy will be governed by English law.



Privacy

We take the security and management of **your** personal data seriously. Both **John Lewis Money** and **ARAG** process personal information about **you** and anyone else named on **your** policy in order to provide **you** with **your** policy, manage it, and handle any claims.

Who we are

- **John Lewis Money** is a trading name of John Lewis Finance Limited and acts as a data controller for the purposes of policy administration, customer service, and general enquiries.
- ARAG Legal Expenses Insurance Company Limited (**'ARAG'**) is a separate data controller for the purposes of providing **your** Guaranteed Replacement Vehicle Cover and handling claims.

How we use your data

The main purposes for processing **your** personal data are to:

- Provide and administer **your** insurance cover;
- Process claims and handle enquiries;
- Prevent fraud and other financial crime;
- Improve our services and customer experience.

We may share **your** information with service providers, contractors, or other organisations involved in administering **your** policy or assisting with a claim.

Your rights

You have rights under data protection law, including the right to access, correct, or request deletion of **your** personal information. For more information on how we use **your** data and how to exercise **your** rights:

- For **John Lewis Money**: visit www.johnlewismoney.com/privacy or contact DPO@johnlewis.co.uk
- For **ARAG**: visit www.arag.co.uk/privacy or contact dataprotection@arag.co.uk or in writing at: **Data Protection Officer | ARAG UK | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

All calls and web chats may be recorded for training, quality, and fraud prevention purposes.



How to make a complaint

We always aim to give **you** a high-quality service. If **you** think we have let **you** down, **you** can contact the relevant party depending on the nature of **your** complaint:

For policy administration or sales issues please contact **John Lewis Money**:

- Live Chat: www.johnlewismoney.com/car-insurance
- Email: service@car-insurance.johnlewismoney.com
- Call: **0345 608 9032**
Customer services are open: Monday to Friday, 9am-6pm (live chat until 7pm) and Saturday, 9am-12pm (live chat only), excluding bank holidays.

Please have **your** policy number to hand, **you**'ll find this on **your** policy schedule.

For claims or cover issues please contact ARAG Legal Expenses Insurance Company Limited ('ARAG'):

- Phone: **0344 893 9013**
- Email: customerrelations@arag.co.uk
- Post: **Customer Relations Department | ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- Online complaint form: www.arag.co.uk/complaints

Further details of our internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome, or if we've been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- Phone: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- Email: complaint.info@financial-ombudsman.org.uk
- Post: **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.



About ARAG

Registered Address:

**ARAG Legal Expenses Insurance Company Limited |
Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales | Company
Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited
is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority
(FRN202106) and the Prudential Regulation Authority.

This policy is sold and administered by
John Lewis Money, a trading name of
John Lewis Finance Limited. **ARAG** remains
responsible for the underwriting of the policy
and the payment of claims under its terms.

Financial Services Compensation Scheme

ARAG Legal Expenses Insurance Company
Limited is covered by the Financial Services
Compensation Scheme (FSCS). Compensation
from the scheme may be claimed if **ARAG** cannot
meet its obligations. This will be dependent
on the type of business and the circumstances
of the claim. More information on the compensation
scheme arrangements can be found on the
FSCS website, www.fscs.org.uk



*Extensive range of legal
products, services, and
emergency assistance
products.*

Policy number:

Stationery number:

Period of insurance from:

Period of insurance to:

