

Guaranteed Hire Car Service Agreement - 14 Days

This service agreement has been arranged by Affinity Insurance Solutions Limited.

Affinity Insurance Solutions Limited, authorised and regulated by the Financial Conduct Authority, under Financial Services Register number 940309 a company registered in England and Wales (company number 12486813) with registered office at: Arndale House, 122a Market Street, Manchester, M4 3AG.

You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

Subject to the appropriate premium having been paid **you** will be covered as set out in this service agreement.

Unless expressly stated nothing in this service agreement will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

What is a Guaranteed Replacement Vehicle?

Even if **you** are comprehensively insured, a road accident or the theft of **your** vehicle can leave **you** without suitable transport. Comprehensive insurance may not provide any replacement vehicle in the event that **your** vehicle is **written off** or stolen and not recovered. Where a vehicle is provided, it will generally be only a small car provided by the repairer.

How can we help?

The Co-op Guaranteed Replacement Vehicle scheme can provide a suitable vehicle to keep **you** on the road where **your** own vehicle is **written off** after an accident, fire or theft or is stolen and not recovered.

The vehicle provided will, as described within the Definition section of this service agreement and **your** policy schedule, enable **you** to continue **your** daily life without unnecessary inconvenience.

Making a Claim

PLEASE REMEMBER THAT **OUR** CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR.

If your vehicle is stolen or involved in an accident, fire or is vandalised, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police including their Crime Report Number.

Let **us** know the information as soon as possible, by calling **our** Helpline on 0345 999 8888.

If **we** accept **your** claim, **we** will arrange for the provision to **you** of a suitable **guaranteed hire vehicle**, which **you** can use for the period of time described.

If your vehicle was destroyed in circumstances which were not your fault, we may seek to recover the costs of providing the guaranteed hire vehicle from the responsible party or their insurers. We would normally do this through our Claims Centre.

Definitions

This definitions section contains a list of words which have a certain meaning. Wherever they appear in the service agreement they will have the same meaning as shown below.

Guaranteed Hire Vehicle

A temporary replacement vehicle selected by **us** as described on the policy summary and policy schedule for up to 14 consecutive days where **your** vehicle is stolen and not recovered, or is deemed a total loss.

Hire Firm

Enterprise Rent A Car (ERAC) who are a member of **our** network of approved motor vehicle hire companies.

Hire Period

The period from the date a **guaranteed hire vehicle** is provided to **you** until the earliest of the following dates:

- a) the date when you receive payment from your motor insurer in respect of the value of the insured vehicle;
- b) the end of the fourteenth day of hire.

Insured Incident

Either:

- a) the theft of the insured vehicle providing the insured vehicle remains unrecovered or has been recovered and is a write off; or
- an accident, fire or act of malicious damage involving the insured vehicle which causes the insured vehicle to be written off.

Insured Person

You and any other person driving the insured vehicle with your permission and under the cover of your motor insurance providing they satisfy the hire firm's standard terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the territorial limit.

Insured Vehicle

The vehicle specified in **your** certificate of motor insurance for the motor insurance policy which is annexed with this service agreement.

Period of Agreement

12 calendar months from the date of inception of this policy, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. In the event of cancellation or non-renewal of that motor insurance policy, all cover under this policy shall cease.

Territorial Limit

United Kingdom.

Vehicle Hire Costs

The cost of hiring a **guaranteed hire vehicle** for one continuous **hire period**.

We, Us, Our

This policy is arranged and administered by Affinity Insurance Solutions Limited or under its trading agreement with Co-op Insurance.

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Written Off

The **insured vehicle** being assessed as being both undriveable and damaged beyond the point where it would be economical to fund its repair. In the event that the **insured person** is comprehensively insured, such assessment must be made by their motor insurers. In the event that the **insured person's** motor insurance is not comprehensive, such assessment will be made by **us** or (if the **insured person** is not responsible for the accident) by the **insurers** of the party responsible for the accident.

You, Your

The person who has taken out this service agreement.

This service agreement will cover

- Where the insured vehicle has been written off
 or remains unrecovered as a result of an insured
 incident arising during the period of service
 agreement, subject to the terms and conditions we
 will arrange for the supply to you of a guaranteed
 hire vehicle for the duration of the hire period and
 we will pay the vehicle hire costs provided that the
 hire has been arranged by us through a hire firm.
- The guaranteed hire vehicle will usually be provided within 24 hours of your claim being accepted (excluding weekends and bank holidays)
- You may ask for the guaranteed hire vehicle to be provided to you at any convenient place within the territorial limits.

This service agreement will not cover

- Any vehicle hire costs that are incurred prior to your claim being accepted.
- Any claim which is the result of theft, vandalism or malicious damage which has not been reported to the police and/or relevant authority(s).
- Any claim where the hire vehicle will be used outside of the territorial limits.
- 4. Any claim for an **insured event** occurring prior to or after the expiry of the service agreement.
- Any guaranteed hire vehicle costs in excess of 14 days unless we have agreed in advance to extend the hire period.
- 6. Any driver who does not hold a valid full driving licence
- The day to day running costs of the guaranteed hire vehicle including fuel, fines, parking tickets, toll charges and the like.
- Sea transit charges incurred during the delivery or collection of the quaranteed hire vehicle.

General conditions and exclusions

- A guaranteed hire vehicle will only be made available in respect of valid claims made under Sections A or B of your Co-op Insurance Motor Car policy.
- 2. The **guaranteed hire vehicle** can only be driven in the UK
- 3. All drivers must hold a valid full driving licence
- 4. Driving licences and a valid credit/debit card, in the name of the driver, must be provided at the time of delivery of the **quaranteed hire vehicle**.
- If we subsequently reject or repudiate the incident which gives rise to the claim you will be required to reimburse all costs incurred in supplying the guaranteed hire vehicle.
- All terms, conditions, policy restrictions and excesses which apply to your Co-op Insurance Motor Car policy will apply whilst you are driving the guaranteed hire vehicle.
- The guaranteed hire vehicle provided will typically use petrol or diesel fuel. We will endeavour to supply an electric powered vehicle where requested but cannot guarantee availability.
- The guaranteed hire vehicle will usually be provided within 24 hours of your claim being accepted (excluding weekends and bank holidays).
- 9. In the event of the theft of the insured vehicle, or any other insured incident which is or may arise from a criminal act, you must, when reporting to us, provide us with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
- 10. The insured incident must be reported within 48 hours of occurrence or as soon as is reasonably possible and must be subject to a claim under your Co-op Insurance Motor Car policy. You can request your guaranteed hire vehicle at the same time you

- report **your** claim under **your** Co-op Insurance Motor Car policy.
- 11. The insured person must abide by the hire firm's terms and conditions of hire at all times during the hire period.
- 12. You must keep us fully informed at all times of all matters relating to the insured incident and in particular must notify us immediately if an insured vehicle which has been stolen is recovered or if you receive a payment in settlement of the value of an insured vehicle which has been written off.
- 13. This service agreement is written in the English language.
- 14. The parties are free to choose the law applicable to this service agreement. Unless specifically agreed to the contrary this service agreement shall be subject to the Laws of England and Wales.

Fraud

You must not act in a fraudulent manner. If **you** or anyone acting on **your** behalf knowingly commit:

- a) a fraudulent act or submit a fraudulent document or make a fraudulent statement when obtaining this service agreement or at any other time during the period of agreement; or
- b) make a claim that is false, fraudulent or deliberately exaggerated, **we** will:
 - i) not pay the claim
 - ii) immediately cancel this service agreement and all insurances currently in force with **us** with which **you** are connected.
 - iii) not issue any refund of premium on this and all insurances currently in force with us with which you are connected.
 - iv) inform the police of the circumstances.

When cancelling this service agreement **we** reserve the right not to issue any postal notification of cancellation where it is known that the postal address has been used fraudulently.

What to do if you have a complaint

We are dedicated to delivering a first class level of service. However, **we** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations in the future.

If a dispute regarding your service agreement or claim arises and cannot be resolved, the following explains the procedures for resolving your complaint:

If **you** have a complaint, please contact **us** at the address below:

Sales & Servicing PO Box 1170 Whitstable CT5 9DQ.

Alternatively **you** may contact **us** by calling 0333 009 6877.

When contacting **us** please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this timeframe we will acknowledge your complaint in writing within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response.

Customer feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please write to: Sales & Service
PO Box 1170
Whitstable
CT5 9DO

We always welcome feedback to enable **us** to improve **our** products and services.

Telephone Recording

For **our** joint protection telephone calls may be recorded and monitored by **us**.

Cancellation

We hope **you** are happy with the cover this service agreement provides. However, **you** can cancel at any time by contacting **us** on 0333 009 6877 or writing to **us** at:

Sales & Servicing PO Box 1170 Whitstable CT5 9DQ.

Cancellation By Us

We may cancel **your** service agreement by giving **you** 7 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Non-payment of premium
- b) Threatening and abusive behaviour
- c) Non-compliance with terms and conditions.

Cancellation by you

You can cancel this policy either from the date we are notified or a later date as requested by you, and provided that no claim has been paid by us and you do not intend to make a claim under this insurance you will receive a refund of your premium proportionate for the amount of time left to run on the policy.

How We Use Your Information

We believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via www.markerstudy.com/aisl or by requesting a copy free of charge from **our** Data Protection Officer (contact details below). **We** are governed by the Data Protection legislation applicable in the United Kingdom.

Data Protection Officer

If **you** have any questions about how **we** use **your** data, or require a copy of **our** privacy policy, or to exercise any of **your** data rights please contact **our** Data Protection Officer at:

Data Protection Officer
Affinity Insurance Solutions Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 20B