Vehicle Assist

Policy Wording

insure | protect | assist

Your Contract of Insurance

This insurance is provided by LPG. LPG is a trading style of Riviera Insurance Services Limited.

Riviera Insurance Services Limited trading as LPG is authorised and regulated by the Financial Conduct Authority, FRN 786116. This can be checked on the Financial Services Register by visiting the FCA website.

Riviera Insurance Services Limited is registered in England and Wales (Company Number 09827823). Registered address: Petitor House, Nicholson Road, Torquay, Devon, TQ2 7TD.

This insurance is underwritten by AmTrust Specialty Limited (the insurer), Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. Registered in England under Company No. 01229676

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FRN 202189.

The names, addresses and regulatory status of each company can be checked by visiting the FCA website at http://www.fca.org.uk.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy with a capital letter.

Arson
The unlawful destruction of or damage to the Insured Vehicle by fire, excluding any fire originating from a mechanical or electrical fault.

Courtesy Vehicle
A hire vehicle arranged by Your Motor Insurer when Your Insured Vehicle is repaired by Your Motor Insurer's choice of repairing garage.

Insured Vehicle
The motor vehicle covered under this insurance (excluding motorcycles and vehicles registered for private hire or as a hackney carriage) which is owned by or the responsibility of the Insured and is insured under a comprehensive or third party fire and theft motor insurance policy.

Insured/You/Your
The person who has purchased this insurance and is authorised to drive the Insured Vehicle

Insurer
AmTrust Specialty Limited.

Major Convictions
The following conviction endorsement codes on Your driving licence: AC / BA / CD / CU80 / IN / MR / MS50 / DR / XX / TT / UT / DD / DG
If You are over 21 years of age, one of the above convictions will be deemed acceptable for this insurance, excluding UT, IN, DR or DD, which will render this insurance invalid.
If You are under 21 years of age, none of the above convictions will be deemed acceptable and the inclusion of any will render this insurance invalid.

Minor Convictions
The following conviction endorsement codes on Your driving licence: CU (except CU80) / LC / MW / PC / PL / SP / TS / MS (except MS50).
If You are over 21 years of age, one of the above convictions will be deemed acceptable for this insurance.
If You are under 21 years of age, none of the above convictions will be deemed acceptable and the inclusion of any will render this insurance invalid.

Motor Insurer
The insurance company that issued the comprehensive or the third party fire and theft motor insurance policy covering the Insured Vehicle.

Period of Cover
The period for which the Insurer has agreed to cover You, which will run concurrently with the motor insurance policy issued by Your Motor Insurer and will be for a maximum period of 12 months. If You arranged this insurance after the start date of Your motor insurance policy, cover under this insurance will be provided from the date You purchased this insurance and will end on the expiry date or cancellation of Your motor insurance policy.

Repairable
Where Your Motor Insurer, competent repairer or motor engineer declares that the Insured Vehicle can be repaired following a road traffic accident.

Road Traffic Accident
A collision, for which you are deemed responsible, involving the Insured Vehicle on a road or other public area.

Territorial Limit
The United Kingdom of Great Britain and Northern Ireland.

Definitions (continued)

Theft

Taking the Insured Vehicle without lawful authority, excluding Theft of:

1. personal possessions from inside the Insured Vehicle, or
2. any item fixed in or on the vehicle, including but not exclusive to: wheels, tyres, catalytic converters or exhaust systems.

Total Loss

Where Your Motor Insurer, competent repairer or motor engineer, declares the Insured Vehicle is beyond economic repair and offers a total loss settlement following Theft or an accident.

Vehicle Hire Costs

The cost of hiring a vehicle for a single period up to a maximum of 14 days, or up to the date the Insured Vehicle is returned, which ever happens first. The classification group of hire vehicle to be provided will be the most appropriate in line with the vehicle classification of the Insured Vehicle. If We are unable to provide a hire vehicle following a claim, the Insurer will pay You the amount of money they would have paid for the Vehicle Hire Costs.

We, Us, Our

Riviera Insurance Services Limited trading as LPG, who administer and manage this insurance on behalf of the insurer.

Cover Provided by Your Vehicle Assist Insurance Policy

PLEASE READ THE DEFINITIONS ABOVE BEFORE READING THIS SECTION.

You have completed an application and agreed to pay the required premium to Us.

In return, the Insurer will pay Your Vehicle Hire Costs for any period in which a Courtesy Vehicle is unavailable from Your Motor Insurer, following:

1. Theft or attempted Theft of the Insured Vehicle; or
2. Arson, vehicle interference or criminal damage to the Insured Vehicle; or
3. a Road Traffic Accident;

which results in Your Insured Vehicle being declared a Total Loss.

Subject to:

1. Your Motor Insurer accepting Your claim.
2. Your claim happening during the Period of Cover and within the Territorial Limit.
3. You maintaining comprehensive or third party fire and theft insurance for the Insured Vehicle throughout the Period of Cover.
4. A maximum of two claims during the Period of Cover. After Your second claim, Your policy will be cancelled.
5. The Eligibility Criteria set out below and all other applicable terms and conditions of this policy.

Eligibility Criteria

We will only be able to provide You with a hire vehicle subject to availability and where You meet the following eligibility criteria and any separate terms and conditions of hire provided to You when You submit Your claim.

To hire a vehicle under this policy, You (and any other insured drivers) must:

1. have held a Full UK licence for more than one year, without any of the following endorsements:
   a) unauthorised taking or theft of a vehicle (UT);
   b) no insurance (IN);
   c) drink or drugs (DR);
   d) death by reckless driving (DD);
   e) two or more periods of disqualification;
   f) a conviction with a disqualification period of six months or more.
2. be either:
   a) aged between 21 and 85 years, with a maximum of 2 Minor Convictions and 1 Major Conviction (other than the above excluded convictions); or
   b) aged between 18 and 21 years, with no Minor Convictions nor Major Convictions.

If We are unable to provide a hire vehicle following a valid claim, the Insurer will pay You the amount of money they would have paid for Vehicle Hire Costs, up to a maximum of £50 per day until the Insured Vehicle is returned (or Your claim is otherwise settled by Your Motor Insurer) for a maximum of 14 days.

Policy Transfer

Cover under this policy is only transferable to a change of vehicle owned by You provided We are notified within 7 days of You taking ownership of the new vehicle.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

1. upon the expiry date of Your motor insurance policy;
2. payment of a second claim under this policy; 3.
3. the date this policy is cancelled.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, you can cancel the policy within 14 days of issue and the Insurer will refund Your premium, provided You have not made a claim. Thereafter, You may cancel Your policy in writing at any time, however no premium refund will be due. Requests for cancellation should be made by emailing or telephoning the broker who sold You the policy.

The Insurer shall not be bound to accept renewal of any Insurance and We may at any time cancel the insurance policy by sending 14 days' notice to You at Your last known address. Provided the premium has been paid in full, You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

Policy Conditions

1. You must:
   a) keep to the terms and conditions of this policy;
   b) try to prevent anything happening that may cause a claim;
   c) in the first instance, either accept a replacement vehicle offered by Your Motor Insurer via their approved courtesy car program or via an alternative approved repairer network nominated by Us;
   d) have comprehensive or third party fire and theft insurance in force for the Insured Vehicle;
   e) not retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy or after the Insured Vehicle is returned, which ever happens first;
   f) not accept a hire vehicle that is of a higher grouping than that permitted by this policy;
   g) take reasonable steps to keep any amount the Insurer has to pay as low as possible;
   h) give Us full details of Your claim as soon as possible and give Us any information requested.
2. You must:
   a) other than for road traffic accidents, report any claim to the police and obtain a crime reference number;
   b) report the claim to Your Motor Insurer or broker and obtain a claim number.
3. You must:
   a) accept the vehicle hire company and the type of hire vehicle chosen by Us to be provided, which will be an appropriate model in line with the group paid for by this policy. The policy cannot promise immediate or same day delivery. Hire 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 Vehicle Assist policy from the rental companies We work with. Hire 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;
   b) meet the age and licensing rules of the hire company chosen by Us and must follow any conditions of hire;
   c) 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 Insurer or in agreement with Our nominated vehicle supplier.
4. The Insurer 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.
5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
   a) supply accurate and complete answers to all the questions the Insurer or We may ask as part of Your application for cover under the policy;
   b) make sure that all information supplied as part of Your application for cover is true and correct;
   c) 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 Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

General Exclusions

There is no cover for:

1. Any claim:
   a) which happens during the first 48 hours of the first Period of Cover if You take out this policy at a different time from Your motor insurance policy;
   b) an accident where You are deemed not to be the party at fault;
   c) where Vehicle Hire Costs are incurred before We accept Your claim;
   d) which does not result in an accepted and paid claim for the event by Your Motor Insurer;
   e) resulting from Theft or vandalism which has not been reported to the Police;
   f) under this policy which occurs whilst the Insured Vehicle is being used for hire or reward;
   g) relating to theft of items from the Insured Vehicle, including but not limited to: catalytic converters, exhausts, tyres, wheels, and exterior adornments;
   h) where the Insured Vehicle suffers a mechanical or electrical breakdown or vehicle fire so caused;
   i) where the Insured Vehicle was being used as an emergency vehicle, or in a race, competition, track day, rally or trial at the time of Your claim;
   j) where You are disqualified from driving;
2. The Insurer will not pay for any fuel, fares, fines, penalties or fees relating to the hire vehicle whilst in Your possession.
3. We will not provide a hire vehicle where You can be provided with a Courtesy Vehicle by Your Motor Insurer and their repairer network or where You can be provided with a replacement vehicle via an alternative approved repairer network nominated by Us.
4. Claims caused by, contributed to by or arising from: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

General Conditions

1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – the Terms and Conditions and Your Certificate of Insurance will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. Fraud – the Insurer will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-
   - a claim made by You or anyone acting on Your behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
   - a false declaration or statement is made in support of a claim under this policy.

   If fraudulent activity or false or inaccurate information is identified, details may be passed to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.
4. Subrogation – the Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of the Insurer do such acts and things as may be reasonably required by the Insurer for that purpose.
5. Disputes over this insurance – if We accept Your claim but You disagree with the amount of Vehicle Hire Costs payable by the Insurer or with any of the terms of this policy and that disagreement cannot be resolved through the complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service, as long as You are an eligible complainant.

   Where the Financial Ombudsman Service cannot deal with a complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding and the arbitrator may require You or the Insurer to pay the costs.

   The arbitrator will be chosen jointly by You and the Insurer. If there is a disagreement on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.
6. Observance of Policy Terms – it is a condition precedent to the Insurer's liability that You and anyone claiming under the terms of this policy on Your behalf has complied with the Terms and Conditions of this policy.
7. 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.
8. Contribution – if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, the Insurer will not be liable for more than their rateable proportion.
9. Limit of Liability – in the event of a second claim payment as a consequence of any Insured Incident, the Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement.
10. Claims – the Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the heading "General Exclusions".

In the event of any loss or damage, which may give rise to a claim, You or Your legal personal representative must at their own expense:

1. supply all information and assistance which We and the Insurer may reasonably require in establishing the validity of Your claim;
2. notify the police of the Theft or of any criminal loss or damage within 24 hours or as soon as reasonably possible and obtain a crime reference number;
3. give written notice (via Our on-line claims intimation process) of the facts on which the claim is based to Us within 30 days of the occurrence date of Your claim.

How to Make a Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to Us, within 30 days of the occurrence date of Your claim. If such notice should not be given within such period or any extension agreed by the Insurer, no payment under this policy will be granted.

Claims Procedure

The contact details below only apply if You have purchased a Vehicle Assist policy. The claim reporting details are for Vehicle Assist claims only, for all other claims, to amend your policy details or policy enquiries, please contact Your broker or insurance company direct.

A claim administration process must be completed before a hire vehicle is authorised and as every claim is different, We cannot provide a definitive timescale for individual customers regarding the time that it will take to provide the hire 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 hire vehicle is booked as to the time/date and location of delivery.

To make a claim under Your policy please telephone Us on: +44 (0)333 052 4240 (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 the Insured Vehicle can be repaired, before Vehicle Hire Costs can be paid, We will require written confirmation, preferably by email, from Your Motor Insurer or insurance broker confirming that there is no hire vehicle available under any courtesy vehicle program.

If the Insured Vehicle is declared beyond economical repair, before Vehicle Hire Costs can be paid, We will require written confirmation, ideally by email, from either Your Motor Insurer or insurance broker that the Insured Vehicle has been damaged beyond economic repair.

Please do not hire a vehicle before We have agreed to cover Your claim. If You do, the Insurer 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 and provided the hire vehicle is returned with a full tank of fuel and no damage, Your card will not be charged.

Customer Service / Complaints

We are committed to providing You with excellent customer service but We accept that occasionally things go wrong. We take all complaints seriously and have a commitment across Our business to treat all customers fairly. Where We have made a mistake We want to put things right quickly. If You are not happy with the standards of service provided, please let Us know.

- Email: complaints@lpginsure.co.uk
- Phone: 0333 240 9058 (lines are open Monday to Friday 9am to 5pm)
- Post: Customer Service Department, Riviera Insurance Services Limited trading as LPG, 234-236 Union Street, Torquay, Devon, TQ2 5QS.

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, Our letter will also outline the result of Our investigation.

If Our investigation is not resolved within five business days, We will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a service provider, We will refer details of the complaint to that other party and confirm this course of action to You in writing.

After we have investigated the complaint:

We will write to You immediately notifying You of the outcome of Our investigation. We will also advise that if You are not satisfied with the outcome, You may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to You and inform You that Our investigation is continuing, giving the reasons for the delay and a date by which We expect to be able to contact You again.

If you are still not happy with our response, you may complain to the insurer:

AmTrust Specialty Limited

Complaints about a claim

If you want to make a complaint about a claim, please contact us:

- Post: Complaints Department, AmTrust Specialty Limited, New Castle House, Castle Boulevard, Nottingham, NG7 1FT
- Email: asl.complaints@amtrustgroup.com
- Phone: 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

The insurer will contact you within five days of receiving your complaint to tell you what action they are taking. The insurer will try to resolve the complaint within four weeks. If it will take longer than four weeks, they will explain the current position and tell you when to expect a response.

If we cannot resolve the complaint within 8 weeks:

We will inform You of the reasons for the further delay and advise that if You are not satisfied with Our progress then You may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If You do not refer Your complaint within the six month period, the Insurer will not permit the Financial Ombudsman Service to consider Your complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying Your complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

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

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

AmTrust Specialty Limited 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

AmTrust Specialty Limited Data Protection Notice

AmTrust Specialty Limited (the insurer) will keep your personal information safe and private. AmTrust follows all laws that protect your privacy. Under these laws, AmTrust is responsible for handling your personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details, visit the website at www.amtrustinternational.com/dpn.

What AmTrust does with your personal information

There are different reasons for using your information. AmTrust will need it to:

- give you this policy.
- contact you to ask if you want to continue with the policy.
- protect both you and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need your information:

- to run through its computer systems to see if it can offer you this policy.
- to help you if you have any queries or want to make a claim.
- to give you information, products, or services that you ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about your health or any criminal convictions you might have. AmTrust might need this kind of information to decide if it can offer you this policy, or to help you with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share your information with companies and people who provide a service to it, or to you on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send your information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that your information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide you with the information it has about you.
- restrict or stop processing your information in certain occasions.

- if there are any mistakes or updates, you can ask AmTrust to correct them.
- delete your information (although there are some things it cannot delete).
- give your information to someone else involved in your policy.
- not use your information for marketing.

If you think AmTrust has done something wrong with your information, you should speak to the local data protection authority.

AmTrust will:

- not keep your information longer than it needs to. This is usually up to 10 years after your policy ends.
- only keep your information longer than 10 years if there is a business or regulatory reason for doing so.

If you have questions about how AmTrust uses your information, contact its Data Protection Officer. The contact details are on the website, www.amtrustinternational.com/dpn

Riviera Insurance Services Limited Data Protection Notice

The following Data Protection Notice applies to the data processed by Legal Protection Group Limited, who manage this insurance on behalf of the Insurer.

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, We and LPG (who act on behalf of Financial & Legal Insurance Company Limited) may need to share personal information which has been given to Us or LPG with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to Us or LPG or on Our or LPG's behalf. We and LPG will only request necessary information from You and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information We or LPG hold about You will be retained by Us and LPG for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes We or LPG may need to send Your personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Us and LPG.

In arranging and managing this insurance and administering claims, We and LPG will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose Your personal data to any other person or organisation without Your consent.

You can find full details of LPG's privacy policy at www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website https://ico.org.uk/

You have a right to obtain information We or LPG hold about You. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol, BS35 3QH.

If You have a concern about the way We or LPG have handled Your personal data, then You have the right to report this to the Information Commissioner's Office:

Website: https://ico.org.uk/concerns/
Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)
Email: casework@ico.org.uk

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