



Vehicle Replacement

Policy Summary & Policy Wording

Vehicle Replacement Policy Summary

Duration Of Policy: 12 months

Introduction

This policy summary provides key information about the Vehicle Replacement policy. All of the terms and conditions of your policy are found in your Full Policy Wording. Please take time to read this to make sure you understand the cover it provides.

Insurer

This policy is underwritten by DAS Legal Expenses Insurance Company Ltd and administered by Nice 1 Limited.

Making A Claim

1. In the first instance, report the claim online at www.nice-1.co.uk/claims
2. If no internet access Telephone us on: +44 (0)844 414 2284
3. Send details of your claim in writing to:

Claims Department, Nice 1 Ltd, Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ

When 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)844 414 2284 (Messages may be left 24 hours a day).

Significant Features And Benefits

Vehicle Replacement policy is an Assistance Insurance contract which provides you with a replacement vehicle if your vehicle is stolen or if your vehicle is immobilised following attempted theft, fire, vehicle interference or criminal damage or an accident that leaves your vehicle a total loss as decided by your insurer, vehicle repairer or motor engineer following any of these events.

Features And Benefits

Vehicle hire costs

We will arrange and pay for a hire vehicle if your vehicle is:

- stolen
- or is made undriveable following**
- attempted theft
 - damage by fire,
 - vandalism
 - vehicle interference

or if your vehicle is declared a total loss by your motor insurer following any of these events. We will arrange and pay for a hire vehicle following an accident that leaves your vehicle a total loss or repairable as decided by your motor insurers, vehicle repairer or motor engineer.

24 Hour Legal Helpline.

Personal Legal Advice Helpline for advice on personal legal problems within the UK and EU Law
0117 934 0552.

Significant Exclusions Or Limitations

- Motorcycles and vehicles registered for Private Hire or as a Hackney Carriage are excluded. (Definitions, Your vehicle)
- Any vehicle hire costs incurred before we have accepted your claim. (Policy Exclusion b)
- We will only pay vehicle hire costs up to the limit specified in your Schedule.
- Your vehicle must be undriveable.
- You must report the theft incident to the Police and obtain a crime reference number. (Policy Condition 2a)
- You must report the incident to your insurance company or broker and obtain a claim reference number (Policy Condition 2b)
- We will choose the vehicle hire company.
- The replacement vehicle provided will be an appropriate model in the group paid for by this policy. (Policy Condition 3b)
- In the first instance, you must accept a replacement vehicle offered by your insurer via their approved courtesy vehicle programme.
- Alternatively you must accept a replacement vehicle offered via an alternative approved repairer network nominated by Nice 1 Limited.
- You must NOT retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy.
- You must NOT accept a hire vehicle provided under this policy that is of a higher grouping than that permitted by this policy.
- You must meet the age and licensing rules of the hire company and follow any conditions of hire. (Policy Condition 3c)
- You must have comprehensive insurance in force on your vehicle to be eligible for a replacement vehicle from us after an incident that leaves your vehicle damaged and is deemed repairable

Cancellation Rights

We hope you are happy with the cover this policy provides. However, you may cancel this policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive Your Policy Documentation, whichever is the latter. After this you can cancel at any time by telling the person who sells you this insurance. If you cancel the policy after 14 days, or if you make a claim during this period, there will be no refund of premium.

How To Make A Complaint

If you have a complaint about our service or about a claim, please write to the Managing Director, Nice 1 Limited (the administrators of the Policy), Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ or email enquiries@nice1.co.uk. A copy of their internal complaints handling procedure is available on request. In the event that you remain dissatisfied, you can write to the Underwriters of the policy, DAS Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Alternatively you can telephone them on 0117 934 0066 or

email DAS at customerrelations@das.co.uk. If you are still not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. More information can be obtained from their website at www.fscs.org.uk.

Vehicle Replacement Full Policy Wording

WARNING

PLEASE DO NOT HIRE A VEHICLE BEFORE WE HAVE AGREED TO COVER YOUR CLAIM. IF YOU DO, WE WILL NOT PAY THE COSTS INVOLVED.

To make sure that **you** get the most out of **your** cover, please take time to read this Vehicle Replacement policy, which explains the contract between **us**. If **you** have any questions or would like more information, please contact Nice 1 Limited, the administrators of Vehicle Replacement Policy.

Definitions

We, us, our

Nice 1 Limited

You, your

The person named as the Insured in the attached Schedule.

Your vehicle

The motor vehicle specified in the attached Schedule, excluding motorcycles & vehicles registered for Private Hire or as a Hackney Carriage.

Theft

Taking **your vehicle** without lawful authority.

Total loss

Where the insured's motor insurer, competent repairer or motor engineer, declares that the motor 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. The classification group of hire vehicle to be provided is specified in the attached Schedule.

Territorial limit

The United Kingdom.

Period of cover

The period specified in the attached Schedule for which **we** have agreed to cover **you**.

Underwriters

DAS Legal Expenses Insurance Company Ltd.

The Cover

Your Replacement Vehicle policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance 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**.

Making A Claim

1. In the first instance, report the claim online at <http://www.nice-1.co.uk/claims>
2. If no internet access Telephone **us** on: +44 (0)844 414 2284
3. Send details of **your** claim in writing to: Claims Department, Nice 1 Ltd,
Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ

When 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)844 414 2284 (Messages may be left 24 hours a day).

Insured Incident

We will pay **your vehicle hire costs** up to the period specified in the attached Schedule, or until **you** can drive **your vehicle** again, if this is sooner, following:

- a) The **theft**, attempted **theft**, fire, vehicle interference or criminal damage of **your vehicle** making it undriveable; or where **your vehicle** has been declared a **total loss** following these events or
- b) An accident that leaves **your vehicle** a **total loss** as decided by **your** motor insurer, competent repairer or motor engineer.
- c) An accident that leaves **your vehicle** damaged and is deemed repairable.

Policy Exclusions

- a) Any claim following an insured incident which happens during the first 48 hours from the start of your period of cover if you take out this policy at a different time from any other related agreement.
- b) Any vehicle hire costs that are incurred before we accept your claim.
- c) All fuel, fares, fines, penalties or fees relating to the hire vehicle whilst in your possession.
- d) Any claim which does not result in an accepted and paid claim for the event by **Your** motor insurer.
- e) Any claim which has not been reported to the Police.
- f) Any claim under this policy which occurs whilst **Your Vehicle** is being used as a taxi, private hire vehicle or hackney carriage.
- g) Any claim relating to theft from **Your Vehicle**.
- h) Where the insured can be provided with a replacement vehicle via the approved repairer courtesy car program arranged by his own insurer and their repairer network.
- i) Where the insured can be provided with a replacement vehicle via an alternative approved repairer network nominated by Nice 1 Limited.

- j) If **Your Vehicle** insurance policy is TPFT or TP only then you will not be provided with a replacement vehicle from **Us** after an incident that leaves **Your Vehicle** damaged and is deemed repairable.

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, accept a replacement vehicle offered by **your** insurer via their approved courtesy vehicle programme;
 - d. In the alternative to (c) above, accept a replacement vehicle offered via an alternative approved repairer network nominated by Nice 1 Limited;
 - e. Have comprehensive insurance in force on **Your Vehicle** to be eligible for a replacement vehicle from **Us** after an incident that leaves **Your Vehicle** damaged and is deemed repairable;
 - f. Not retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy;
 - g. Take reasonable steps to keep any amount **we** have to pay as low as possible;
 - h. Give **us** full details of your claim as soon as possible and give **us** any information **we** need.
- 2) a. **You** must report the incident to the police and obtain a crime reference number (in **theft** related incidents).
b. **You** must report the incident to **your** insurance company or broker and obtain a claim number.
- 3) a. **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name and any costs recovered must be paid to **us**.
b. **We** will choose the vehicle hire company and the type of replacement vehicle to be provided, that it will be an appropriate model in the group paid for by this policy
c. **You** must meet the age and licensing rules of the hire company **we** choose and must follow any conditions of hire.
- 4) **You** may cancel **your** policy and receive a full refund up to 14 days after purchase of the Policy or receipt of **your** documents, whichever is the latter, subject to no claim being made upon the policy. After 14 days have elapsed, **you** may cancel the policy but no refund will be given.
- 5) **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.
- 6) This policy will be covered by English law.

Personal Legal Advice Helpline

DAS will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. DAS provide this service 24 hours a day, seven days a week during the **period of cover**. To help DAS check and improve service standards, all calls are recorded. Please do not phone DAS to report a claim.

To contact the above service, phone DAS on **0117 934 0552**. DAS will not accept responsibility if the Helpline Services are unavailable for reasons they cannot control.

How To Make A Complaint

We will always try to give **you** a quality service. If **you** are dissatisfied with **our** service in any way, 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 **you** are still not happy, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS) at: South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Email: complaint.info@financial-ombudsman.org.uk or **you** can telephone them on 0845 080 1800.

Vehicle Replacement is underwritten on behalf of Nice 1 Limited by DAS Legal Expenses Insurance Company Limited (“DAS”), who also provide the Personal Legal Advice Helpline attaching to this policy. DAS and Nice 1 Limited are authorised and regulated by the Financial Conduct Authority.

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 email from either sent to enquiries@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.

Rental companies do have restrictions for eligibility and will not provide you with a vehicle if you are under 21 or have had your licence for less than 12 months.

They will also refuse to allow you to hire a vehicle if you are currently disqualified from driving; or have:

- Endorsements commencing UT (Unauthorised taking/theft of motor vehicle)
- Any endorsements commencing IN10 (Using a vehicle uninsured against third party risks)
- Endorsements commencing DD/DR (one only) in the past five years (Drink/drugs)
- Endorsements CD40 / CD50 / CD60 / CD70 in the past five years (Causing death by careless driving)
- Any licence with two or more periods of disqualification
- Any other conviction with a period of disqualification of 6 months or more in the past five years

one for all



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