

# **VAN HIRE**

**Comprehensive Cover** 



### **Demands and Needs Statement**

This Policy meets the demands and needs of a driver whose vehicle has been declared a total loss as a result of a road traffic accident, recovered theft, attempted theft, fire, Act of God, vandalism or malicious damage or has had their vehicle stolen and it remains unrecovered and who will be using the replacement vehicle facility provided by Helphire Ltd. This Policy will cover You against the replacement vehicle hire charges within the terms and conditions of Your Gladiator Hire Van cover, which are not recoverable from any Third Party.

Gladiator does not make personal recommendations as to the suitability of the Policy to individual circumstances.

## **Policy Summary**



This Policy summary does not contain full terms and conditions of the cover, which can be found in the Policy document. It is important that You read the Policy document carefully which follows this Policy Summary.

# Name of The Insurance Undertaking

Ultimate Insurance Company Limited, Suite 913, Europort, Gibraltar.

## **Type of Insurance and Cover**

### **Hire Vehicle Cover**

The Gladiator Van Hire Policy provides insurance to cover the funding of vehicle hire charges to help You stay mobile following a total loss as a result of a road traffic accident, recovered theft, attempted theft, fire, Act of God, vandalism, or malicious damage or where the vehicle has been stolen and remains unrecovered.

## **Significant Features and Benefits:**

- A single period of up to 21 days of continuous vehicle hire (Section 2: What is Covered?)
- A Light Commercial up to the maximum weight of 3.5 tonnes provided by Helphire Ltd, within the Territorial Limits (Section 1. Definitions: Hire Vehicle)
- A Hire Vehicle for when the Insured Vehicle is declared a total loss through an Insured Incident (Section 1. Definitions: Insured Incident)
- A Hire Vehicle for when the Insured Vehicle has been stolen and not recovered (Section 1. Definitions: Insured Incident)

## Significant and Unusual Exclusions or Limitations:

- A maximum of two claims can be made within the Period of Insurance (Section 2: What is Covered?)
- The Insured Person must be a full driving licence holder aged between 21 - 84 (Section 1. Definitions: Insured Person)

The following are not covered under this Policy:

- All fuel, fares, fines and fees relating to the Hire Vehicle whilst in Your possession (Section 5: What is Not Covered? a.)
- Any claim where the Insured Vehicle was being used for hire or reward (Section 5: What is Not Covered? b.)
- Any claim for theft which has not been reported to the Police (Section 5: What is Not Covered? e.)
- Any claim reported to Gladiator more than 14 days after the Insured Incident (Section 5: What is not covered? g.)

#### **Duration**

The maximum period of the insurance Policy is 12 months.

## **Cancellation by You**

You may cancel this product and receive a full refund, subject to You not making a claim, if You inform Us within 14 days from receipt of the confirmation letter.

Should You cancel outside the 14 day cancellation period, no refund of Payment will be given.

Please contact Able Insurance Services Ltd, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN or call 0844 848 4302.

## **Cancellation by Us**

Your Policy may be cancelled by Us in the event of:

- You making a claim of a fraudulent or false nature. In these circumstances there will be no return of Payment
- Your motor insurance policy arranged through Able is cancelled
- Your circumstances change and You are no longer able to meet the eligibility criteria to make a claim

## **Claim Notification**

To make a claim please call the Claims Line 0844 571 9293.

## **How to Make a Complaint**

Complaints should be made to the Quality Compliance Executive first by calling 0844 571 9216, or You can write to the Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If We have given You a final response and You are still unhappy, or more than 8 weeks have passed since We received Your original complaint, You may refer Your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Tel: 0800 0 234 567 - free for people phoning from a "fixed line" (for example, a landline at home) or

0300 123 9 123 - free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

# Financial Services Compensation Scheme

We are members of 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. Most insurance contracts are covered for 90% of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is: The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

## **Policy Document**

## **Your Hire Vehicle Policy**

This is to confirm that Ultimate Insurance Company Limited will provide the cover described below during the Period of Insurance. Cover is subject to the terms and conditions that follow.

The Payment for this Policy must be paid before cover is provided.

Helphire Ltd or a supplier of Helphire Ltd provides the benefits under this Policy, however the insurance contract is between Ultimate Insurance Company Limited and the Policyholder.

#### 1. Definitions

Please find below an explanation of the words used in this insurance Policy:

#### Able

Gladiator is a trading name of Able Insurance Services Ltd.

### Act of God

Caused by the effect of natural causes or nature without human intervention.

#### **Hire Vehicle**

A replacement vehicle equivalent to the Insured Vehicle as determined by Helphire Ltd, up to the maximum weight of 3.5 tonnes, within the Territorial Limits.

#### Insured Incident

An incident which results in the Insured Vehicle being confirmed as a total loss as a result of a road traffic accident, recovered theft, attempted theft, fire, Act of God, vandalism or malicious damage or where the Insured Vehicle has been stolen and remains unrecovered, and the costs of the claim are not recoverable from any Third Party.

### Insured Person/You/Your

A full driving licence holder aged between 21 - 84 years who appears on the current comprehensive certificate of motor insurance issued through Able.

#### Insured Vehicle

Any motor vehicle insured through Able that appears on a current comprehensive certificate of motor insurance and for which a Payment has been paid for Van Hire cover.

#### Period of Insurance

The period of the comprehensive motor insurance policy which runs concurrent with this Policy and does not exceed 12 months.

## **Policy**

This Policy of insurance.

### Policyholder

The person, who has taken out this Policy and has paid the Payment due.

## **Payment**

The Payment for Van Hire Cover, which needs to be paid to Able by You to get the benefit of this Policy.

#### **Provider**

Helphire Ltd who supply the Hire Vehicle.

Albany Assistance Ltd who administer claims for the Hire Vehicle.

Calls may be recorded and monitored for Your protection and Ours.

#### **Territorial Limits**

Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

## **Third Party**

The other person(s) and/or party(s) responsible for the Insured Incident, excluding the Insured Person and/or Policyholder (as defined in this Policy).

#### **Underwriters**

Ultimate Insurance Company Limited, Suite 913, Europort, Gibraltar. Home State – Gibraltar.

#### We/Us/Our

Albany Assistance Ltd, Helphire Ltd and/or the Underwriters.

### 2. What is Covered?

- This insurance provides for a single period of up to 21 days of continuous vehicle hire within the Territorial Limits following an Insured Incident during the Period of Insurance and within those Territorial Limits
- A maximum of two claims in the Period of Insurance can be made

The Hire Vehicle must be returned to Helphire Ltd or its designated agent no later than 48 hours after payment is issued to the Policyholder based on their insurance company's total loss valuation of their claim OR no later than the 21st day of hire (whichever comes first).

You may extend the hire by contacting Albany Assistance Ltd on 0844 571 9215 who will then contact Helphire Ltd to make arrangements. A discounted rate is available to Able customers.

## 3. How to Claim Your Hire Vehicle

Following an Insured Incident, You must report it within 14 days to the claims department on 0844 571 9293 and to the Police if the Insured Vehicle was stolen. Once the vehicle has been declared a total loss the client has 14 days to claim the Hire Vehicle.

### 4. Conditions

You should note that the following conditions apply in all circumstances:

 a. A £15 fuel service charge is payable ensuring that the vehicle is delivered

- with sufficient fuel to meet Your immediate journey requirements
- When receiving the Hire Vehicle, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill
- You must have a valid comprehensive motor insurance policy arranged through Able to take advantage of this cover
- d. Hire Vehicles are provided in accordance with Helphire Ltd or its agent's standard requirements, terms and conditions
- A Hire Vehicle will only be provided once the Insured Vehicle has been declared a total loss
- f. If the Insured Vehicle has suffered theft damage or been stolen You must supply a Police crime reference number before a Hire Vehicle can be provided
- g. The Insured Person will have to provide comprehensive insurance for the Hire Vehicle, if their occupation is a driving instructor
- You must have a valid full driving licence and must not be breaking the conditions of that licence
- We will not provide a Hire Vehicle if We believe in doing so would cause a risk to its security or Your safety or the safety of Our staff

We must draw Your attention to the additional terms and conditions of Helphire Ltd. These are set out in the vehicle hire agreement, which will be given to You to review and sign should You need to make a claim on this Policy. This may affect the provision if the Hire Vehicle. This can also be reviewed at any time on request.

#### 5. What is Not Covered?

The following are not covered under this insurance:

- a. all fuel, fares, fines and fees relating to the Hire Vehicle whilst in Your possession
- b. any claim where the Insured Vehicle was being used for hire or reward
- any claim where the insurance company do not provide cover under the terms of the motor policy
- d. any further hire charges incurred after 21 days, or more than 48 hours after payment is issued under the terms of the motor policy issued through Gladiator for a total loss or unrecovered theft, whichever comes first
- e. any claim for theft which has not been reported to the Police
- f. any claim reported to Gladiator more than 14 days after the Insured Incident
- g. sea transit charges in the delivery and collection of the Hire Vehicle
- any claim arising out of a deliberate or criminal act or omission, which is found to the Provider's satisfaction to be of a fraudulent or false nature. The Insured Person will be held responsible for any costs paid or incurred as a result
- i. any excess payable in the event of a claim involving the Hire Vehicle. This will be £500 or the relevant accidental damage excesses shown on Your Motor Policy Schedule, whichever is the lower
- j. any Insured Incident, which took place outside of the Period of Insurance
- k. any claim for a Hire Vehicle where the DVLA have confirmed that an Insured Person is not allowed to drive on medical grounds

 any claim for a Hire Vehicle where an Insured Person has a motoring conviction with one or more UT offence codes (UT10 -UT56)

## **Governing Law and Language**

This insurance shall be subject to English Law, unless specifically agreed to the contrary. All communication is to be conducted in English.

## **Cancellation by You**

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Most insurance contracts are covered for 90% of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is: The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

## **Whole Agreement**

Supplied by Able Insurance Services Ltd trading as Gladiator (FCA Registration No 311649), Ellipse, Ground Floor Padley Road, Swansea SA1 8AN, and is administered by Albany Assistance Ltd (FCA Registration No 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR and is underwritten by Ultimate Insurance Company Limited, Suite 913, Europort, Gibraltar, Home State: Gibraltar.

Able Insurance Services and Albany Assistance Ltd are authorised and regulated by The Financial Conduct Authority. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services (Insurance Companies) Act 1987 of Gibraltar.

The Hire Vehicle is provided by Helphire Ltd. Head Office: Pinesgate, Lower Bristol Road, Bath BA2 3DP.

## **Notes**

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