



**VAN HIRE**

## **Demands and Needs Statement**

This Policy meets the demands and needs of a driver who requires a replacement vehicle if their own is confirmed 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. As an alternative, this Policy will pay £200 to the Policyholder if a replacement vehicle is not needed. These benefits are only available where costs for replacement vehicle hire are not recoverable from any Third Party.

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

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

Zenith Insurance Plc, 846-848 Europort, Gibraltar.

## Type of Insurance and Cover

The Gladiator Van Hire Policy provides insurance to cover the funding of vehicle hire charges to help You stay mobile following 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. Alternatively, in the same circumstances, You may choose to claim £200 instead of a Hire Vehicle. This cover applies where costs for replacement vehicle hire are not recoverable from any Third Party.

## Significant Features and Benefits:

- A Hire Vehicle or £200 for when the Insured Vehicle is confirmed a total loss through an Insured Incident (Section 1. Definitions: Insured Incident)
- A Hire Vehicle or £200 for when the Insured Vehicle has been stolen and not recovered (Section 1. Definitions: Insured Incident)

Where the Hire Vehicle option has been selected:

- Up to 21 days of continuous vehicle hire (Section 2. What is Covered?)

- A light commercial vehicle similar to Your Insured Vehicle, as determined by Auxillis Services Limited, up to the maximum weight of 3.5 tonnes, subject to availability and within the Territorial Limits (Section 1. Definitions: Hire Vehicle)

## Significant and Unusual Exclusions or Limitations:

- A maximum of two claims can be made within the Period of Insurance (Section 2. What is Covered?)
- Any claim for a Hire Vehicle or £200 where the cost of a Hire Vehicle is recoverable from any Third Party (Section 5. What is Not Covered? n.)
- The Insured Person must have a valid motor insurance policy in place at the time of the Insured Incident (Section 4. Conditions b.)
- The Insured Person must be a full driving licence holder aged between 21 - 84 years (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 excluding Courtesy Fuel (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 or theft damage which has not been reported to the Police (Section 5: What is Not Covered? e.)
- Any claim reported to Gladiator more than 28 days after the Insured Incident (Section 5: What is Not Covered? f.)

## Duration

The period of the motor insurance policy which runs alongside this Policy and does not exceed 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 0333 220 2095.

## 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 being cancelled
- Your circumstances changing meaning 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 0344 571 2714.

## How to Make a Complaint

Complaints should be made to the Quality and Support Department first by calling 0800 953 7122 free for people phoning from a "fixed line" (for example, a landline at home) or 0344 571 9213 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02 or You can write to the Quality and Support Department,

Auxillis Limited, 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 at Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Tel: 0800 023 4567 - free for people phoning from a 'fixed line' (e.g. a landline at home) or

0300 123 9123 - free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](mailto:enquiries@fscs.org.uk).

# Policy Document

## Your Hire Vehicle Policy

This is to confirm that Zenith Insurance Plc 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.

Auxillis Services Limited or a supplier of Auxillis Services Limited provides the benefits under this Policy, however the insurance contract is between Zenith Insurance Plc 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.

#### **Courtesy Fuel**

Petrol or diesel worth £15 in value which will be in the Hire Vehicle upon delivery to ensure the vehicle has sufficient fuel to meet Your immediate journey requirements.

#### **Hire Vehicle**

A replacement vehicle equivalent to the Insured Vehicle as determined by Auxillis Services Limited, 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 by the Insured Person's motor insurance company OR (at the Insured Persons

expense) by a garage who are a member of the Vehicle Builders and Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or similar recognised body, 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 certificate of motor insurance issued through Able.

#### **Insured Vehicle**

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

#### **Period of Insurance**

The period of the insurance policy which runs alongside 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**

Auxillis Services Limited who supply the Hire Vehicle. Auxillis Limited who administer claims for the Hire Vehicle and for £200.

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**

Zenith Insurance Plc and/or its co-Insurer. Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

## **We/Us/Our**

Auxillis Limited, Auxillis Services Limited, 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 or £200 following an Insured Incident during the Period of Insurance and within those Territorial Limits
- A maximum of two claims in the Period of Insurance

The Hire Vehicle must be returned to Auxillis Services Limited 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).

If the Insured Vehicle is recovered after being stolen and is deemed repairable, the Hire Vehicle must be returned to Auxillis Services Limited or its designated agent.

You may extend the hire by contacting Auxillis Limited on 0344 571 2715 who will then contact Auxillis Services Limited to make arrangements. A discounted rate is available to Able customers.

## **3. How to Claim Your Benefit**

Following an Insured Incident, You must report it within 28 days to the claims department on 0344 571 2714 and to the Police if the Insured Vehicle was stolen or suffered theft damage. If You need to make a claim on Your Policy, Auxillis Limited will arrange the supply of a Hire Vehicle or £200. In both cases the Insured Vehicle must have been confirmed as a total loss or reported as stolen and not recovered before a claim can be made.

## **4. Conditions**

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

- a. Only one benefit, either a Hire Vehicle or £200, can be claimed for under this Policy for each Insured Incident
- b. You must have a valid motor insurance policy arranged through Able to take advantage of this cover
- c. A Hire Vehicle or £200 will only be provided once the Insured Vehicle has been confirmed a total loss by the Insured Person's motor insurance company OR (at the Insured Person's expense) written confirmation from a garage who are a member of the Vehicle Builders and Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or similar recognised body, that the Insured Vehicle is a total loss
- d. If the Insured Vehicle has suffered theft damage or has been stolen, You must supply a Police crime reference number before a Hire Vehicle or £200 can be provided

You should note that the following conditions apply when a Hire Vehicle is provided:

- e. When receiving the Hire Vehicle, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill
- f. The Insured Person will have to provide comprehensive insurance for the Hire Vehicle if their occupation is a driving instructor
- g. You must have a valid full driving licence and must not be breaking the conditions of that licence
- h. 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
- i. Hire Vehicles are provided in accordance with Auxillis Services Limited or its agent's standard requirements, terms and conditions
- d. Any further hire charges incurred after 21 days, or more than 48 hours (whichever comes first) after payment is issued under the terms of the motor insurance policy issued through Able for a total loss or unrecovered theft
- e. Any claim for theft or theft damage which has not been reported to the Police
- f. Any claim reported to Gladiator more than 28 days after the Insured Incident
- g. Sea transit charges in the delivery and collection of the Hire Vehicle
- h. 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. On comprehensive policies these will be the amounts shown in Your main motor insurance policy issued by Able, up to a maximum of £500. On third party, fire and theft policies this will be £500

We must draw Your attention to the additional terms and conditions of Auxillis Services Limited. These are set out in the vehicle hire agreement, which will be given to You to review and sign should You need to claim a Hire Vehicle on this Policy. This may affect the provision of 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 excluding Courtesy Fuel
- b. Any claim where the Insured Vehicle was being used for hire or reward
- c. Any claim where the insurance company do not provide cover under the terms of the motor insurance policy
- j. Any further hire charges after the Insured Vehicle has been recovered after being stolen and is deemed repairable
- k. Any Insured Incident, which took place outside of the Period of Insurance
- l. Any claim for a Hire Vehicle where the DVLA have confirmed that an Insured Person is not allowed to drive on medical grounds
- m. Any claim for a Hire Vehicle where an Insured Person has a motoring conviction with one or more UT offence codes (UT10 -UT56)

- n. Any claim where the cost of a Hire Vehicle is recoverable from any Third Party
- o. No benefit will be paid if the Insured Person:
  - Is found to be over the prescribed limit of alcohol
  - Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
  - Is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- p. If You or anyone acting for You recklessly or deliberately misrepresents information We require at any time during the Policy that would impact either the terms and conditions or Our ability to offer cover itself, Your Policy and all other policies to which You are connected through Able may be cancelled or voided. We will seek to recover any costs We have incurred and will not return any Payment. We will not pay a claim which is in any part fraudulent, false, exaggerated or if You or anyone acting for You makes a claim in a fraudulent or false way, or where We have been given any documents which are false or stolen. Your Policy and all other policies to which You are connected through Able may be cancelled or voided. We will seek to recover any costs We have incurred and will not return any Payment

### **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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### **How to Make a Complaint**

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15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100.

Email: [enquiries@fscs.org.uk](mailto: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 Auxillis Limited (FCA Registration No 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR and is underwritten by Zenith Insurance Plc, 846-848, Europort, Gibraltar.

Able Insurance Services and Auxillis Limited are authorised and regulated by The Financial Conduct Authority. Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

The Hire Vehicle is provided by Auxillis Services Limited. Head Office: Pinesgate, Lower Bristol Road, Bath BA2 3DP.



*This booklet is made from recycled paper.*