

# Octagon Insurance Replacement Vehicle Policy

A close-up photograph of a car's start/stop engine button. The button is circular with a silver-colored outer ring and a black center. The text "START", "STOP", and "ENGINE" is printed in white on the black center. The button is set into a textured, light-colored surface, likely the car's dashboard or center console.

*START*  
*STOP*  
*ENGINE*

## HERE TO HELP

Our UK call centre staff are here to help should you have any queries. All lines are available during Octagon Opening Hours unless otherwise specified.

<b>Octagon Opening Hours</b>	Monday - Thursday: 9am - 7pm Friday: 9am - 6pm Saturday: 9am - 4pm
<b>Live Chat</b>	Let us answer your questions online at <a href="http://www.octagoninsurance.com">www.octagoninsurance.com</a>
<b>Email</b>	<a href="mailto:customerservices@octagoninsurance.com">customerservices@octagoninsurance.com</a>
<b>Customer Services</b>	<b>0344 561 4615</b>
<b>Renewals</b>	<b>0344 561 4605</b>
<b>New Claims Helpline</b>	<b>0344 815 4975</b> (24 hours, 7 days a week)
<b>Existing Claims Helpline</b>	<b>0344 815 4975</b> (Mon - Fri: 9am - 5pm)
<b>Glass Helpline</b>	<b>0800 011 3685</b> (24 hours, 7 days a week)
<b>Replacement Vehicle Helpline</b>	<b>0114 249 3300</b> (Mon - Fri: 9am - 5pm)
<b>Replacement Vehicle Complaints</b>	<b>0114 249 3300</b> (Mon - Fri: 9am - 5pm)

All calls are recorded for training, compliance, claims and counter fraud purposes.

## WHO IS YOUR INSURER?

This insurance is arranged by Octagon Insurance Services and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.the-fca.org.uk/firms/financial-services-register](http://www.the-fca.org.uk/firms/financial-services-register) or by calling them on 0800 111 6768.

## CERTIFICATION OF COVER

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

## IMPORTANT

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with Octagon Insurance Services. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

## WHO ADMINISTERS YOUR POLICY?

This policy is administered by Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority.

All claims are managed by the **claims administrator** who have appointed the **hire firm** to deal with any claims covered by this policy.

## LANGUAGE

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section on the next page.
- Please call **us** on the helpline if **you** would like a copy of these terms and conditions in another format such as in large print, braille or an audio file.

***Please check that the information contained in this policy meets your requirements. If it does not, please contact Octagon Insurance Services who arranged this insurance for you.***

## DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

### Claims Administrator

Lexelle Limited acting on behalf of UK General Insurance Limited.

### Hire Firm

Means the provider of **your replacement vehicle** as arranged by **the claims administrator**.

### Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

### Motor insurance policy

The motor insurance policy arranged and issued to **you** by Octagon Insurance Services for the **insured vehicle**.

### Motor insurer

The insurer detailed under **your motor insurance policy**.

### Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

### Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

### Replacement Vehicle

Either:

- a) A family saloon or hatchback up to engine capacity not exceeding 1800 cc; or
- b) A standard commercial van not exceeding 3.5 tonnes.

### Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

### Total loss

The **insured vehicle** is damaged and is determined to be beyond economical repair by **your motor insurer**.

### United Kingdom/UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### We/us/our

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

### You/your

The person whose name is shown on the **policy schedule** as the insured person.

## WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

### Events

During the **period of insurance** and within the **territorial limits** the policy will cover the **insured vehicle** if rendered a **total loss** following:

- A road traffic accident;
- Fire, flood, storm, vandalism or attempted theft; or
- The **insured vehicle** is stolen and not recovered.

### Benefits

The policy will provide the following benefits if one of the above events occur:

- **We** will supply **you** with a **replacement vehicle** delivered to **you** until:
  - 3 days following the date when **you** receive a settlement in respect of the value of the **insured vehicle**; or
  - the date on which the **insured vehicle** is recovered in the event of theft;subject to a maximum of 21 days in either instance.
- If, for whatever reason, it is not possible to provide **you** with a **replacement vehicle** **we** will contribute up to £20 per day towards transportation costs, up to a maximum of 21 days or to the value of £420.
- A maximum of 2 claims can be made during the **period of insurance**.

## WHAT IS NOT COVERED?

The policy will not pay out for the following:

- The supply of a **replacement vehicle** to any person who cannot or does not meet the **hire firm's** security requirements and terms and conditions of hire;
- Any provision of a **replacement vehicle** where a **replacement vehicle** is available under another insurance or other means;
- Any hire vehicle costs incurred before **our** acceptance of a claim or not arranged through **us**;
- Any additional hire charges due after the 21 days of hire;
- Any hire vehicle costs after **your insured vehicle** is replaced, settlement received for the value of the **insured vehicle** or where the **insured vehicle** is recovered in the event of theft;
- Any hire vehicle costs where the insured incident has not been reported under **your own motor insurance policy**;
- Any hire vehicle costs as a result of theft which has not been reported to the police and a crime reference number obtained;
- Any costs of fuel, fares, fines, fees or excesses relating to the **replacement vehicle** whilst in **your** possession;
- The supply of a **replacement vehicle** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for **your** personal use only;
- The supply of a **replacement vehicle** where the **insured vehicle** is used for racing, rallies or competitions;
- Any claims arising where there is any allegation that the insured person had consumed alcohol or drugs;

- Any claim resulting in any way from:
  - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
  - Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
  - Any loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which: involves violence against one or

more persons; or involves damage to property; or endangers life other than that of the person committing the action; or creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

## CONDITIONS AND LIMITATIONS

The following conditions apply to **your** policy:

- **Fraud**

If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void and the claim will not be paid, and all monies received by **you** or **your** representatives, shall be immediately repaid. **We** reserve the right to cancel **your** policy with no refund of premium and may also share this information with other insurers and with the appropriate law enforcement authorities.

- **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under this policy. **You** must make sure that all

information supplied as part of **your** application for cover is true and correct and 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.

- **Change of circumstances**

**You** must immediately advise Octagon Customer Services if any of the following circumstances change, at any point during the period of cover:

- **You** are no longer a permanent lawful resident of the **UK**;
- **You** change **your** address;
- **You** change **your vehicle**.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact Octagon Customer Services.

- **Transferring your interest in the policy**

**You** cannot transfer **your** interest in the policy to anyone else.

## HOW TO MAKE A CLAIM

If **you** want to make a claim on the policy please follow the instructions below:

1. Read this policy document to check that the cause of the claim is covered;
2. Contact the Claims Helpline as soon as possible quoting Master Certificate Number OCT / PGHV / 09 2016;
3. In the event of theft **you** must report the incident to the police as soon as possible and obtain a crime reference number. **You** will be required to provide **your** crime reference number to the **claims administrator**;

4. If **you** have a valid claim then **we** will arrange for the delivery of a **replacement vehicle** to **you** within 1 working day of the claim being accepted;
5. **You** may ask for the **replacement vehicle** to be delivered to **you** at any convenient place within the **territorial limits**;
6. **You** must keep the **claims administrator** fully informed at all times of all matters relating to **your** motor insurance claim and in particular must notify them immediately if the **insured vehicle** is replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.

## CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **claims administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. crime reference number.

- **We** have the right, at **our** expense and in **your** name to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.

## CANCELLING YOUR POLICY

### Cancellation by you

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact Octagon Customer Services within 14 days of the day of purchase, or the day on which **you** receive **your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by contacting Octagon Customer Services however no refund of premium will be payable.

### Cancellation by us

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions.

No refund of premium will be payable.

This policy runs concurrently with **your** Octagon **motor insurance policy**. If **your** Octagon **motor insurance policy** is cancelled for any reason this policy will be cancelled also. In this event, seven days' notice will be provided.

## CUSTOMER SERVICE & COMPLAINTS

It is the intention to give **you** the best possible service but if **you** have any questions or concerns about this insurance or the handling of a claim please contact **us** at: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD or telephone the Replacement Vehicle Helpline. A representative will make sure the matter is investigated straight away.

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

### The Financial Ombudsman Service

Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 - calls to this number are free on mobile phones and landlines. 0300 123 9123 - calls to this number cost no more than calls to 01 and 02 numbers.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.



## LEGAL AND REGULATORY INFORMATION

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Octagon Insurance Services **we** treat it as having been received by **us**.

### Governing Law

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.

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Reinsurance (UK) SE cannot meet its 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](http://www.fscs.org.uk).





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