



Hedgehog

**HEDGEHOG
REPLACEMENT CAR PLUS
POLICY WORDING**

Who is your insurer?

This insurance is arranged by Hedgehog and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Hedgehog Limited is the intermediary offering products and services from various insurers to meet Your needs and is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under firm reference 845706. Hedgehog Limited is registered in Gibraltar (Company Number: 115412).

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Certification of cover

This policy document combined with **Your Optional Extras 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 Optional Extras 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 Hedgehog. If **Your Motor Insurance Policy** with Hedgehog is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

We have appointed URIS Group Limited to administer **Your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.

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 at the end of this document.
- Please email **Us** at help@hedgehoginsurance.com if **You** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

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** in the event of the following:

- A road traffic accident which is **Your** fault;
- Fire, vandalism, or attempted theft; or
- The **Insured Vehicle** being stolen and not recovered.

Benefits

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

We will supply **You** with a **Replacement Vehicle** delivered to **You** until:

- The date when **You** receive a settlement in respect of the value of the **Insured Vehicle**;
- The date on which the **Insured Vehicle** is repaired or replaced under the terms of **Your Motor Insurance Policy**; or
- The date on which the **Insured Vehicle** is recovered in the event of theft.

All of the above is subject to a maximum of 21 days. Free delivery and collection of the **Replacement Vehicle** will be provided.

If it is not possible to provide **You** with a **Replacement Vehicle** **We** will contribute a daily cash benefit of up to £20 per day towards transportation costs, up to a maximum of £420 per individual claim.

A maximum of 2 claims can be made during the **Period of Insurance**.

What is not covered?

This policy will not cover:

- The supply of a **Replacement Vehicle** to any person who does not meet the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**;
- Any Vehicle Hire Costs incurred before **Our** acceptance of a claim or not arranged through **Us**;
- Any Vehicle Hire Costs where the **Insured Incident** has not been reported under **Your** own **Motor Insurance Policy**;
- Any Vehicle Hire Costs as a result of theft which has not been reported to the police and a crime reference number obtained;
- The supply of a **Replacement Vehicle** where the loss of the **Insured Vehicle** arises out of any deliberate or criminal act or omission other than vehicle theft;
- 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;
- The supply of a **Replacement Vehicle** where there is any allegation the **Insured Incident** arose at a time when the Insured Person had consumed alcohol or illegal drugs;
- Any costs of fuel, fares, fines or fees relating to the **Replacement Vehicle** whilst in **Your** possession;
- Any additional hire charges due after the **Hire Period**;
- Any Vehicle Hire 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 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;
 - 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 direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any consequence, howsoever caused, including but not limited to **Computer Virus in Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted; or
- Notwithstanding any other provision herein, your policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.
- Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Conditions and limitations

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

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **You** to be truthful and take care to give accurate and complete answers to any questions Hedgehog ask **You** when **You** purchase the policy, if **You** wish to make any changes to it during the **Period of Insurance**, or if **You** make a claim. If **You** fail to do so it may invalidate **Your** policy.

Note that if a claim under this policy is known by **You** to be false in any way, the claim will not be paid and **Your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring Your Interest in the Policy**
You cannot transfer **Your** interest in the policy to anyone else.
- **False/Fraudulent Claims**
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, the claim will not be paid and all monies received by **You** shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

How to make a claim

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

- Read this policy document to check that the cause of the claim is covered;
- Contact the claims line on **0333 043 9769** as soon as possible;
- 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 **Hire Firm**;
- If **You** have a valid claim, **We** will arrange for the delivery of a **Replacement Vehicle** to **You** within 1 working day of the claim being accepted;
- **You** may ask for the **Replacement Vehicle** to be delivered to **You** at any convenient place within the **Territorial Limits**;
- **You** must keep the **Hire Firm** fully informed at all times of all matters relating to **Your Motor Insurance Policy** 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.

Important Information

- To be given a **Replacement Vehicle**, **You** must present a valid driving licence and a valid credit or debit card, both of which must be in **Your** name. If **You** are unable to produce these, the **Hire Firm** may not be able to provide **You** with a **Replacement Vehicle** and instead **You** will receive the daily cash benefit.
- The **Hire Firm** will deduct an excess from **Your** credit or debit card in the event that the **Replacement Vehicle** is returned damaged, or the cost of fuel if it is returned without sufficient fuel. **You** will also be charged if **You** incur any road traffic fines whilst **You** are driving the **Replacement Vehicle**.

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 **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim.
- **We** have the right, at **Our** expense and in **Your** name, to:
 - o Take over the defence or settlement of any claim;
 - o Start legal action to get compensation from anyone else; and/or
 - o Start legal action to get back from anyone else any payments that have already been made.

At **Our** cost, **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

Cancelling your policy

If **You** decide that for any reason, this policy does not meet **Your** insurance needs **You** have the right to cancel it. **You** can cancel **Your** policy at www.hedgehoginsurance.com.

- If **You** decide to cancel within the first 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later ('cooling off period'), **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim.
- After the first 14 days no refund of premium will be payable.
- **Insurer's** right to cancel
 - o This policy runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason this policy will also be cancelled.
 - o **We** may cancel **Your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **Our** staff or the **Administrator's** staff.

Where **We** have cancelled **Your** policy no refund of premium would be made.

Customer service & complaints

This complaints procedure does not affect **Your** legal rights.

- **Questions or complaints about the sale of Your policy**
If **You** have a question or concern, or **You** wish to make a complaint about how **Your** policy was sold to **You** (including the information **You** were given before **You** bought the policy), or about the general service **You** received, please visit www.hedgehoginsurance.com where you can complete an online complaint form. If Hedgehog cannot settle **Your** complaint, **You** may be able to refer it to the Financial Ombudsman Service.
- **Questions or complaints about Your policy or the handling of Your claim**
The aim is to provide **You** with a high quality service at all times. Every effort will always be made to resolve any enquiry or problem that **You** may have. If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact:

Email: specialistclaims@davies-group.com
Phone: 0333 344 2531
Post: Niche Claims
PO Box 1392
Preston
PR2 0XE

If the **Administrator** cannot settle **Your** complaint, **You** may be able to refer it to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.
E-mail: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **Your** statutory rights.

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Legal and regulatory information

- **Premiums and claims – Your rights**
Please note that once **You** have paid **Your** premium to Hedgehog **We** treat it as having been received by **Us**.
- **The law & legal proceedings applicable to this insurance**
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

Our data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what We do with the information that We collect about You. We process Your personal data in accordance with the relevant data protection legislation.

Why do We process your data?

The provision of your personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide us with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do We collect about you?

Where **You** have purchased an insurance policy through Hedgehog, **You** will be aware of the information that **You** gave to them when taking out the insurance. Hedgehog will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy.

For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

We have a legitimate interest to collect this data as **We** are required to use this information as part of **your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

Our full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **Us** at dataprotection@ukgeneral.co.uk.

Alternatively, **You** can write to **Us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Definitions

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

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Hire Firm

The provider of **Your Replacement Vehicle** as arranged by **Us**.

Hire Period

The period from the date a **Replacement Vehicle** is delivered to **You** until 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.

Insured Incident

A road traffic accident which is **Your** fault, damage by fire or vandalism, or attempted theft within the **Territorial Limits** that renders the **Insured Vehicle** a **Total Loss** or undriveable, as determined or accepted by the **Insurer**, the third party insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (NVRA) or another similar recognised body; or Theft of the **Insured Vehicle** within the **Territorial Limits** where the **Insured Vehicle** is not recovered.

Insured Vehicle

Any vehicle which **You** are insured to drive under the **Motor Insurance Policy**.

Motor Insurance Policy

The motor insurance policy that has been issued to **You** for the **Insured Vehicle** by Hedgehog.

Optional Extras Policy Schedule

The document issued to **You** for the **Insured Vehicle** by Hedgehog which forms part of this 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 Optional Extras Policy Schedule**.

Replacement Vehicle

A replacement vehicle having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 2,000cc in any event. If the **Insured Vehicle** is a 7 seater vehicle, a 7 seater vehicle will be provided but not exceeding 2,000cc in any event.

Territorial Limits

United Kingdom.

Total Loss

The **Insured Vehicle** is damaged and is determined to be beyond economical repair by the motor insurer that provides the cover for **Your Motor Insurance Policy**.

United Kingdom

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

Vehicle Hire Cost

The cost of hiring a **Replacement Vehicle** for one continuous **Hire Period**.

We/Us/Our/Insurer

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You/Your

The person named as the policy holder in the **Motor Insurance Policy** and their husband, wife, civil partner or partner who lives at the same address.