



hedgehog

Replacement car plus
policy wording

Who is your insurer?

This insurance is arranged by Hedgehog and URIS Group, administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.

Claims are managed on behalf of the **insurer** by the **administrator** who have appointed the **hire firm** to deal with any claims covered by the policy.

If **you** have paid the premium **we** will agree to insure **you** subject to the terms and conditions detailed in this policy wording for **replacement vehicle** in the event of an **insured incident** during the **period of insurance**.

Please take time to read the contents of this policy including how to make a claim.

Your policy will end if:

You do not pay the premium;

Your residential address is no longer in the **United Kingdom**;

You or **we** cancel this policy; or

The underlying **motor insurance policy** is cancelled.

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.

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.

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 where a crime reference number has not been 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;

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:
 - 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.

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
 - 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.
 - **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

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **hire firm** on **0330 321 9802**

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

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.

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.

Privacy and Data Protection Notice

1. Data Protection. Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With. **We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data. Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of Your Personal Data. **We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area (“EEA”). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation

6. Your Rights. **You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention. **Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details. A copy of the privacy policy is available to view at: <https://www.amtrustinternational.com/legal/privacy-cookies/>

Financial Services Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **you** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Definitions

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

Administrator

Arc Legal Assistance Ltd.

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

Arc Legal Assistance Ltd and AmTrust 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.

Regulatory information

Hedgehog Limited is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under registration number 845706. Hedgehog Limited is incorporated in Gibraltar (Company Number: 115412), registered office: 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk