

# Nissan Insurance Services - Replacement Vehicle Policy

## How to make a claim

To make a claim on **your Nissan Insurance Services** Replacement Vehicle policy, please call 0330 678 1176 (opening hours are 24 hours a day, 365 days a year).

Making a claim is easy, please follow the 4 steps below;

1. Read **Your** policy wording to check that the cause of the claim is covered;
2. In the event of theft or vandalism **You** will be required to provide **Your** crime reference number to the **Hire Firm**;
3. 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, which **You** can use for the **Hire Period**;
4. **You** must keep the **Hire Firm** fully informed at all times of all matters relating to the **Insured Incident** 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.

## Your Nissan Insurance Services Replacement Vehicle Policy

This policy booklet combined with **Your Motor Insurance Policy** confirms cover. In return for payment of the premium **We** agree to insure **You** in accordance with these terms and conditions, contained in this booklet. Please note that once **You** have paid **Nissan Insurance Services** **We** treat it as having been received by **Us**.

## Important

Please keep this policy booklet, together with **Your Motor Insurance Policy**, 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 **Nissan Insurance Services**. If **Your Motor Insurance Policy** is cancelled for any reason, this policy will also be cancelled.

This policy booklet is a legally-binding contract of insurance between **You** (the insured) and **Us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information **You** provided, and **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy booklet.

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

## Your Insurer

This insurance is arranged by **Nissan Insurance Services** and URIS Group, administered by Legal Insurance Management Ltd underwritten by Royal & Sun Alliance PLC.

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. If **You** do need to discuss any aspect of this policy, please call **Your** agent who arranged this insurance on **Your** behalf.

**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.

## Eligibility

**You** are eligible to take out this replacement vehicle insurance if, on the **Start Date**, **You** agree to pay the premium and:

- **You** are the policy holder of a valid **Motor Insurance Policy**; and
- **You** are a **UK** resident with a permanent **UK** address.

What is covered	What is not covered
<p>In return for the payment of <b>Your</b> premium, <b>We</b> will arrange for the supply of a <b>Replacement Vehicle</b> to <b>You</b> for the duration of the <b>Hire Period</b> in the event that the <b>Insured Vehicle</b> is involved in an <b>Insured Incident</b> arising during the <b>Period of Insurance</b> within the <b>Geographical Limits</b>.</p> <p><b>We</b> will supply a replacement vehicle:</p> <ul style="list-style-type: none"> <li>For Private Car, a replacement car will be provided having an equivalent engine capacity to the Insured Vehicle but not exceeding 1,400cc in any event.</li> <li>For Commercial Vehicle, a standard commercial vehicle will be provided of equivalent specification to the Insured Vehicle but not exceeding a gross maximum weight of 3.5 tonnes in any event.</li> </ul> <p>The <b>Replacement Vehicle</b> will be delivered to <b>You</b> free of charge as soon as is practically possible and in any event within one working day of <b>You</b> reporting an <b>Insured Incident</b> to <b>Us</b>.</p> <p><b>You</b> may ask for the <b>Replacement Vehicle</b> to be delivered to <b>You</b> at any convenient place within the <b>Geographical Limits</b>.</p> <p>If, for whatever reason, it is not possible to provide <b>You</b> with a <b>Replacement Vehicle</b> <b>We</b> will contribute up to £20 per day towards transportation costs, up to a maximum of £280 per individual claim.</p> <p>A maximum of 2 claims can be made during the <b>Period of Insurance</b>.</p>	<p>This policy will not cover:</p> <ol style="list-style-type: none"> <li>Any more than 2 claims against this policy during the <b>Period of Insurance</b>;</li> <li>The supply of a <b>Replacement Vehicle</b> to any person who does not meet the <b>Hire Firm's</b> standard terms and conditions of hire in force at the date of the <b>Insured Incident</b>;</li> <li>Any <b>Vehicle Hire Costs</b> incurred before <b>Our</b> acceptance of a claim or not arranged through <b>Us</b>;</li> <li>Any <b>Vehicle Hire Costs</b> where the <b>Insured Incident</b> has not been reported under <b>Your</b> own <b>Motor Insurance Policy</b>;</li> <li>Any <b>Vehicle Hire Costs</b> as a result of theft or vandalism which has not been reported to the police and a crime reference number obtained;</li> <li>The supply of a <b>Replacement Vehicle</b> where the loss of the <b>Insured Vehicle</b> arises out of any deliberate or criminal act or omission other than vehicle theft or vandalism;</li> <li>The supply of a <b>Replacement Vehicle</b> if <b>You</b> are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for <b>Your</b> personal use only;</li> <li>The supply of a <b>Replacement Vehicle</b> where the <b>Insured Vehicle</b> is used for racing, rallies or competitions;</li> <li>The supply of a <b>Replacement Vehicle</b> where there is any allegation that the <b>Insured Incident</b> arose at a time when the <b>Insured Person</b> had consumed alcohol or illegal drugs;</li> <li>Any costs of fuel, fares, fines or fees relating to the <b>Replacement Vehicle</b> whilst in <b>Your</b> possession;</li> <li>Any additional hire charges due after the <b>Hire Period</b>;</li> <li>Any <b>Vehicle Hire Costs</b> after <b>Your Insured Vehicle</b> is replaced, settlement received for the value of the <b>Insured Vehicle</b> or where the <b>Insured Vehicle</b> is recovered in the event of theft.</li> </ol>

## General exclusions

**We** will not pay for:

### Existing and Deliberate Damage

- Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- Loss or damage caused deliberately by **You** or any member of **Your** household.

### Radioactive Contamination

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.

### War Risks

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.

### Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

### Confiscation

Loss or damage caused by nationalisation or confiscation by any authority.

### Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## Electronic Data

Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

## General conditions

### 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 and the claim will not be paid, and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

### Claims

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy.

**You** must give **Us** or the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim.

### 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.

### Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>. If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing Us at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **You** can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

### Rights and Responsibilities

**We** have the right, at **Our** expense and in **Your** name to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- 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.

### 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** or **Nissan Insurance Services** may ask as part of **Your** application for cover under the policy
- to make sure that all information supplied as part of **Your** application for cover is true and correct
- tell **Us** or **Nissan Insurance Services** 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.

If **You** do not answer questions truthfully and accurately, this may affect **Your** cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim; please refer to 'General Conditions' for more information.

### Change of circumstances

**You** must immediately advise **Nissan Insurance Services** if any of the following circumstances change at any point during the **Period of Insurance**:

- **You** are no longer a permanent lawful resident of the **UK**; or

- **You** change **Your** address.

If **You** are not sure if a change in circumstances is relevant to **Your** policy, please contact **Nissan Insurance Services**.

### **Transferring Your Interest in the policy**

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

### **Cancelling your policy**

If **You** decide to cancel **Your Nissan Insurance Services** Replacement Vehicle policy, **You** can do so by;

- Email at [customer.services@europa-group.co.uk](mailto:customer.services@europa-group.co.uk);
- Telephone on 0344 335 3781;
- Writing to **Nissan Insurance Services** at: Europa House, Midland Way, Thornbury, BS35 2JX.

### **Your right to cancel in the cooling off period**

If **You** cancel within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later, **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 on the policy.

### **Your right to cancel after the cooling off period**

After the first 14 days no refund of premium will be payable.

### **Insurer's right to cancel**

This policy runs alongside **Your Motor Insurance Policy**, if **Your Motor Insurance Policy** is cancelled for any reason this policy will also be cancelled by **Us**.

**We** may cancel **Your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions.

Where **We** have cancelled **Your** policy for the above reasons, no refund of premium will be made.

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. If **You** do need to discuss any aspect of this policy, please call **Nissan Insurance Services** on 0344 335 3781.

**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.

### **Customer service & complaints**

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You** please contact **Nissan Insurance Services** by:

- Email at [customer.services@europa-group.co.uk](mailto:customer.services@europa-group.co.uk);
- Telephone on 0344 335 3781;
- Writing to **Nissan Insurance Services** at: Europa House, Midland Way, Thornbury, BS35 2JX.

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Hire Firm** by:

- Telephone on **0330 678 1176**

Please ensure **Your** claim 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. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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.

### 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.

### Financial Services Compensation Scheme

Royal & Sun Alliance Insurance plc 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

The following words or phrases have the same meaning wherever they appear in **Your** policy in **bold** text and with a capital letter.

#### Administrator

Legal Insurance Management 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.

#### Geographical Limits

Unless stated otherwise the policy only provides cover for incidents that occur within the **United Kingdom**.

#### 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**, the date the **Insured Vehicle** is repaired or the date on which the **Insured Vehicle** is recovered in the event of theft, subject to a maximum of 14 days.

#### Insured Incident

- A road traffic accident which is **Your** fault, damage by fire, vandalism or attempted theft within the **Geographical Limits** that renders the **Insured Vehicle** a total loss (a write off) 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 (MVRA) or another similar recognised body); or
- Theft of the **Insured Vehicle** within the **Geographical Limits** where the **Insured Vehicle** is not recovered.

#### Insured Person

**You** and any other person driving the **Insured Vehicle** with **Your** permission and under the cover of **Your motor insurance policy** providing they satisfy the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**.

#### Insured Vehicle

The vehicle specified in the **Motor Insurance Policy** issued with this policy.

#### Insurer/We/Us/Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

#### Motor Insurance Policy

The motor insurance policy that has been issued to **You** for the **Insured Vehicle** by **Nissan Insurance Services** who arranged this insurance on **Your** behalf.

#### 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**.

**Replacement Vehicle**

A replacement car having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 1,400cc in any event. For Commercial Vehicle, a standard commercial vehicle will be provided of equivalent specification to the Insured Vehicle but not exceeding a gross maximum weight of 3.5 tonnes in any event.

**Start Date**

The date shown in **Your Motor Insurance Policy** schedule or the date **You** purchased this insurance if afterwards.

**Third Party**

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding any **Insured Person**.

**Undriveable**

Damaged in a manner which (albeit temporarily) renders the **Insured Vehicle** unfit for lawful use on a public highway within the **Geographical Limits**.

**United Kingdom, UK**

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

**Nissan Insurance Services**

The insurance intermediary who arranged this insurance on **Your** behalf.

**Vehicle Hire Cost**

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

**You/Your**

The person named as the policy holder in the **Motor Insurance Policy**.