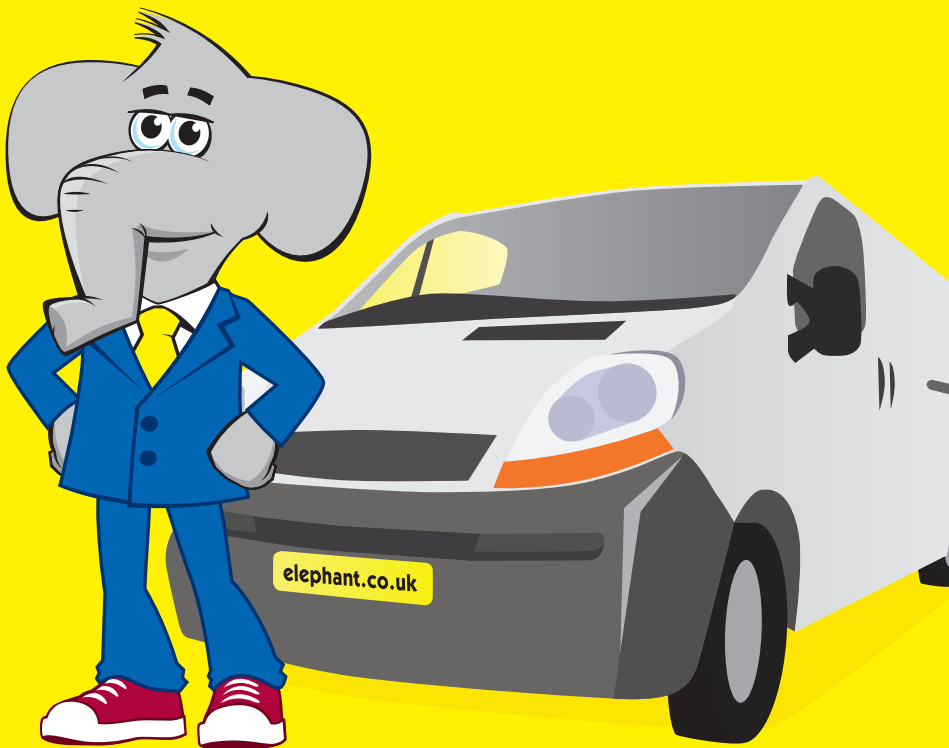


elephant.co.uk



elephant van **Van Hire**

Comprehensive Cover



Demands and Needs Statement

This Policy meets the demands and needs of a driver whose vehicle has been rendered a total loss in a road traffic accident or stolen recovered incident or had their vehicle stolen and it remains unrecovered and who will be using the replacement vehicle facility provided by HAS Accident Management Solutions Ltd trading as Albany Vehicle Rentals (AVR). This Policy will cover You against the replacement vehicle hire charges within the terms and conditions of Your elephant van Hire Vehicle Cover, which are not recoverable from any Third Party.

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

Policy Summary

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

Ultimate Insurance Solutions Ltd on behalf of certain Underwriters at Lloyd's, The Connect Centre, Kingston Crescent, Portsmouth PO2 8DE.

Type of Insurance and Cover

Hire Vehicle Cover

The elephant van Hire Vehicle Policy provides insurance to cover the funding of vehicle hire charges to help You stay mobile following a road traffic accident or recovered theft which renders the Insured Vehicle a total loss or where that vehicle is stolen and remains unrecovered, all within the Territorial Limits.

Significant Features and Benefits:

- A single period of up to 21 days of continuous vehicle hire (Section 2: What is Covered?)
- A Light Commercial up to the maximum permissible weight of 3.5 tonnes provided by AVR, within the Territorial Limits (Section 1. Definitions: Hire Vehicle)
- A Hire Vehicle for when the Insured Vehicle is rendered a total loss through an Insured Incident (Section 1. Definitions: Insured Incident)
- A Hire Vehicle for when the Insured Vehicle has been stolen and not recovered (Section 1. Definitions: Insured Incident)

Significant and Unusual Exclusions or Limitations:

- A maximum of two claims can be made within the Period of Insurance (Section 2: What is Covered?)
- The Insured Person must be a full driving licence holder aged 21 and over (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 (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 which has not been reported to the Police (Section 5: What is Not Covered? e.)
- Any claim reported to elephant van more than five days after the Insured Incident (Section 5: What is not covered? g.)

Duration

The period of the comprehensive motor insurance policy which runs concurrent with this Policy and does not exceed twelve months (Section 1. Definitions: Period of Insurance).

Cancellation

You may cancel Your Policy and receive a full refund up to 14 days after receipt of the Policy, subject to no claim having been made upon the Policy. If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. If You want to cancel Your Policy after 14 days no refund will be payable.

Please contact Able Insurance Services Ltd trading as elephant van, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN.

We may cancel this policy at anytime by sending 7 days written notice to your last registered address.

Claim Notification

To make a claim please call the Claims Line **0800 917 6588**.

How to Make a Complaint

Complaints should be made to elephant van and if You remain dissatisfied to Ultimate Insurance Solutions Ltd. In the event that You still remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter to; Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA, Tel: 020 7327 5693, Fax: 020 7327 5225 or email: complaints@Lloyds.com. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the process.

Financial Services Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). If the Underwriters were unable to meet their obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Most insurance contracts are covered for 90% of the claim costs. Further information can be obtained from www.FSCS.org.uk

Important

Your Hire Vehicle Policy

This is to confirm that Ultimate Insurance Solutions Ltd on behalf of certain Underwriters at Lloyd's will provide the cover described below during the Period of Insurance. Cover is subject to the terms and conditions that follow.

Payment of the Hire Vehicle Premium must be paid before cover is provided.

Albany Vehicle Rentals (AVR) or a supplier of AVR provides the benefits under this Policy, however the insurance contract is between Ultimate Insurance Services Ltd on behalf of certain Underwriters at Lloyd's and the Policyholder.

1. Definitions

Please find below an explanation of the words used in this insurance Policy:

Appointed Agents

Albany Assistance Ltd who will act on behalf of the Underwriters in connection with the Policy and its claims administration and may monitor and record calls for Your protection and theirs.

Hire Vehicle

A replacement vehicle equivalent to the Insured Vehicle as determined by AVR, up to the maximum permissible weight of 3.5 tonnes, within the Territorial Limits.

Insured Incident

A road traffic accident or theft within the Territorial Limits that renders the Insured Vehicle a total loss as determined by the Insured Person's insurance company under their current motor insurance policy.

Alternatively, it is where the Insured Vehicle has been stolen and remains unrecovered.

Insured Person/You/Your

A full driving licence holder aged 21 years and over who appears on the current comprehensive certificate of motor insurance issued through the Participating Agent.

Insured Vehicle

Any motor vehicle insured through the Participating Agent that appears on a current comprehensive certificate of motor insurance, and for which a Premium has been paid for Hire Vehicle cover.

Participating Agent

Able Insurance Services Ltd trading as elephant van who are authorised to sell this Policy to You on behalf of the Underwriters and Us.

Period of Insurance

The period of the comprehensive motor insurance policy which runs concurrent with this Policy and does not exceed 12 months.

Policy

This Policy of insurance.

Policyholder

The person, firm or company who has taken out this Policy and has paid the Premium due.

Premium

The payment, which needs to be paid to the Participating Agent by You to get the benefit of this Policy.

Provider

HAS Accident Management Solutions Ltd trading as Albany Vehicle Rentals (AVR).

Albany Assistance Ltd administers the Policy.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man and Channel Islands (for residents only).

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

Ultimate Insurance Solutions Ltd on behalf of certain Underwriters at Lloyd's. Each Underwriter is only liable for their share of the risk and not for each other's share. You may ask for the names of the Underwriters and the share of the risk each has taken on. Ultimate Insurance Solutions Ltd is a Lloyd's Coverholder who have been granted authority to accept insurance and make claims payments on behalf of certain Lloyd's syndicates.

We/Us/Our

AVR 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 following an Insured Incident during the Period of Insurance and within those Territorial Limits
- A maximum of two claims in the Period of Insurance can be made

You may extend the hire by contacting Albany Assistance Ltd on **0800 085 8134** who will then contact AVR to make arrangements.

A discounted rate is available.

The Hire Vehicle must be returned to AVR 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).

3. How to Claim Your Hire Vehicle

Following an Insured Incident, You must report it immediately to elephant van on **0800 678 1932** and to the Police if the Insured Vehicle was stolen.

Please only call elephant van Hire Vehicle Helpline on **0800 917 6588** to obtain Your Hire Vehicle. elephant van will advise AVR, who will contact You to arrange the supply of a Hire Vehicle.

4. Conditions

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

- a. a fuel service charge is payable ensuring that the vehicle is delivered with sufficient fuel to meet your immediate journey requirements
- b. when taking possession of the Hire Vehicle, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill
- c. You must have a valid comprehensive motor insurance through Your Participating Agent to take advantage of this cover
- d. Hire Vehicles are provided in accordance with AVR or its agent's standard requirements, terms and conditions
- e. a Hire Vehicle will be provided once confirmation is received from the Insured Person's motor insurance company that the insured vehicle is a total loss, not before
- f. if the Insured Vehicle has suffered theft damage or been stolen You must supply a Police crime reference number before a Hire Vehicle can be provided
- g. the Insured Person may have to provide comprehensive insurance for the Hire Vehicle

We must draw Your attention to the additional terms and conditions of AVR, which are held by elephant van, and can be viewed on request. They may affect the provision of the Hire Vehicle.

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
- b. any claim where the Insured Vehicle was being used for hire or reward
- c. any claim where the insurance company do not provide indemnity under the terms of the underlying motor policy
- d. any further hire charges incurred after 21 days, or more than 48 hours after payment is issued under the terms of the underlying motor policy for a total loss or theft unrecovered, whichever comes first
- e. any claim for theft which has not been reported to the Police
- f. act of God, attempted theft, fire, malicious damage or vandalism
- g. any claim reported to elephant van more than five days after the Insured Incident
- h. any claim for a Hire Vehicle more than five days after the Insured Vehicle has been determined a total loss
- i. sea transit charges in the delivery and collection of the Hire Vehicle
- j. 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

- k. any excess payable in the event of a claim involving the Hire Vehicle
- l. any Insured Incident, which took place outside of the Period of Insurance

6. Notice to the Policyholder/ Insured Person

Subrogated Rights

- a. The Insured Person must take all reasonable steps to mitigate the costs of the claim
- b. The Insured Person must pay to the Underwriters any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums indemnified under this Policy
- c. The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters may have paid or be liable to pay and pay any such amounts recovered to the Underwriters
- d. Upon conclusion of the hire of a replacement vehicle the Underwriters can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Vehicle from the Third Party

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 Right

You may cancel Your Policy within 14 days of receipt of the Policy document and receive a full refund, subject to no claim being made upon the Policy. After this 14-day period, You can cancel the Policy at any time, subject to no claim having been made, by contacting elephant van. No refunds will be given. If you do not exercise Your right to cancel the Policy, it will continue

in force for the term of the Policy and You will be required to pay the Premium. Please contact Able Insurance Services Ltd trading as elephant van, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN or call 0844 848 4320.

We may cancel this policy at anytime by sending 7 days written notice to your last registered address.

How to Make a Complaint

Any enquiry or complaint regarding this Policy should be addressed in the first instance to: The Quality Executive, Able Insurance Services Ltd trading as elephant van, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN.

If You remain dissatisfied, You may escalate Your complaint to The Quality Manager, Ultimate Insurance Solutions Ltd, The Connect Centre, Kingston Crescent, Portsmouth PO2 8DE.

Should they be unable to satisfy Your complaint to Your satisfaction You have the right to refer the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693.

Fax: 020 7327 5225.

E-mail: complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0800 0 234 567

free for people phoning from a 'fixed line' (eg. a landline at home).

0300 123 9 123

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

Email address: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

This policy is covered by the Financial Services Compensation Scheme (FSCS). If the underwriters were unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any 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 at The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Tel: 0800 678 1100 or 020 7741 4100. E-mail: enquiries@fscs.org.uk

Whole Agreement

Supplied by Able Insurance Services Ltd trading as elephant van, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN, and is administered by Albany Assistance Ltd (FSA Registration No 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR and is underwritten on behalf of certain Underwriters at Lloyd's by Ultimate Insurance Solutions Ltd (FSA Registration Number 311368), The Connect Centre, Kingston Crescent, North End, Portsmouth PO2 8DE. Lloyd's (FSA Registration No 202761), One Lime Street, London EC3M 7HA (Home State: United Kingdom).

All of the above companies are authorised and regulated by The Financial Services Authority.

The Hire Vehicle is provided by Albany Vehicle Rentals. Head Office: Fleet House, Wilcock Road, Old Boston Trading Estate, Haydock, St Helens, Merseyside WA11 9SJ.

For general advice about an incident or cover under this Policy please call 0800 917 6588.

Notes



This booklet is made from recycled paper.