



NEW THINKING.
NEW POSSIBILITIES.

Hyundai Insurance

Guaranteed Hire Car Cover

Policy Document

Claims Line 0844 836 7381 *(24 hours)*

www.hyundaimotorinsurance.co.uk

Guaranteed Hire Car Cover

The policy is underwritten by UK General Insurance Limited on behalf of Inter Partner Assistance (Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group) and administered on their behalf by LawShield UK Limited and only applies if it is shown on *Your* Hyundai Insurance motor insurance policy schedule.

The *Underwriter* agrees to indemnify *You* up to the *Limits of Indemnity* in consideration of the *Premium* paid or to be paid subject to the following terms, conditions and exclusions of this policy.

You and *We* can choose the law which applies to this insurance contract. Unless *We* specifically agree otherwise, this insurance will be governed by English Law.

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Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the policy.

Agent	The intermediary through whom this insurance was arranged
Geographical Limits	England, Scotland and Wales and Northern Ireland
Insured Incident	The loss of use of the <i>Insured Vehicle</i> through theft or its being taken without consent or its being declared a <i>Total Loss</i> which occurs during the <i>Period of Insurance</i> , which takes place within the <i>Geographical Limits</i>
Insured Vehicle	A private vehicle, which <i>You</i> are insured to drive as specified by <i>Your Motor Insurer</i>
Minimum Driver Age	The policyholder must be a minimum of 25 years of age and held a full driving licence for a period of 24 months prior to the <i>Replacement Vehicle</i> provision start date
Motor Insurer	The <i>Underwriters</i> providing indemnity for loss of or relating to the <i>Insured Vehicle</i> arising from an <i>Insured Incident</i>
Period of Insurance	The length of time covered by this insurance and any extra period which <i>We</i> accept <i>Your Premium</i> for
Premium	As agreed by <i>Us</i> and the issuing intermediary
Replacement Vehicle	A hire vehicle arranged by <i>Us</i> , defined on the schedule
Solicitor	The <i>Solicitor</i> , firm of <i>Solicitors</i> or other appropriately qualified person, firm or company appointed to act for <i>You</i>
Total Loss	Where the <i>Insured Vehicle</i> is damaged and the <i>Motor Insurer</i> declares that it is beyond economical repair
Underwriters	UK General Insurance Limited on behalf of Inter Partner Assistance SA
We, Us, Our, Administrators	LawShield UK Ltd who administer this insurance on behalf of the <i>Underwriters</i> .
You, Your	Any person who at the time of the <i>Insured Incident</i> has a current policy certificate issued by <i>Us</i> or issuing intermediary and who has paid the appropriate <i>Premium</i> , being the authorised driver of the main or towing vehicle

Scope of Cover

What is covered	What is not covered
<p>If an <i>Insured Incident</i> occurs within the <i>Geographical Limits</i> and during the <i>Period of Insurance</i>, We will arrange and pay for a <i>Replacement Vehicle</i> within the <i>Geographical Limits</i> whilst the <i>Insured Vehicle</i> remains unavailable, for the period shown on <i>Your</i> policy schedule .</p> <p><i>You</i> must be able to satisfy all the requirements of the hire company, (including having an acceptable driving licence and being of <i>Minimum Driver Age</i>), and sign and adhere to their terms and conditions.</p> <p>We will pay for the rental charge and for delivery to and collection from <i>Your</i> location within the <i>Geographical Limits</i>. <i>You</i> will be responsible for all other costs, and for handing back the <i>Replacement Vehicle</i> when <i>Your</i> entitlement to payment by <i>Us</i> ends.</p> <p><i>Your</i> entitlement to cover ends when the earliest of the following events occurs:-</p> <ol style="list-style-type: none"> 1. The <i>Insured Vehicle</i> is recovered and where applicable, repairs for damage caused during the <i>Insured Incident</i> are completed. 2. Four working days after <i>You</i> receive a cheque from <i>Your Motor Insurer</i> in settlement of a claim for loss of or relating to the <i>Insured Vehicle</i>. 3. <i>You</i> receive an offer of settlement from <i>Your Motor Insurer</i> which <i>We</i> feel is reasonable but which <i>You</i> reject. 4. <i>You</i> are offered or entitled to the use of a courtesy vehicle from any other source. 5. <i>Your Motor Insurer</i> refuses <i>Your</i> claim for loss of or relating to the <i>Insured Vehicle</i>. 6. The number of days shown on <i>Your</i> policy schedule from and including the day the <i>Replacement Vehicle</i> is delivered. <p>Vehicle upgrades can be provided subject to agreement and additional payment to the Hire Company. Upgrade charges are at the hire company standard tariff at the time of <i>Replacement Vehicle</i> provision start date.</p>	<ol style="list-style-type: none"> 1. Any costs which have not been authorised by <i>Us</i> in advance. 2. Any deliberately careless or negligent act of omission by <i>You</i>. 3. Any claim when <i>You</i> have obtained a <i>Replacement Vehicle</i> by fraudulent or deliberate misrepresentation or concealment. In this case the policy shall be immediately cancelled, the <i>Premium</i> forfeited and the cost of any benefit <i>You</i> have received under this policy shall be repaid to <i>Us</i>. 4. Claims when at the time of the <i>Insured Incident</i> the <i>Insured Vehicle</i>: <ol style="list-style-type: none"> i. was unroadworthy; ii. did not have a valid Vehicle Test Certificate (MOT) when required by Law, did not comply with all Construction and Use Regulations in force or was being operated without all licences required by Law; iii. was not insured for the event that caused the loss of use or <i>Your Motor Insurer</i> subsequently refuses to indemnify <i>You</i> for the loss. 5. Any claim where at any time of the <i>Insured Incident</i>, <i>You</i> did not hold or were disqualified from holding a valid driving licence or the driving licence has more than 9 points on it. 6. A claim where at any time <i>Your Motor Insurer</i> refuses indemnity for loss of or relating to the <i>Insured Vehicle</i>. 7. Any claim when <i>Your Motor Insurer</i> or where applicable, the vehicle repairer, refuses to allow <i>Us</i> access to all relevant information which <i>We</i> may reasonably require. 8. Any cost incurred by <i>Us</i> after <i>Your</i> entitlement to payment by <i>Us</i> has ended. If <i>You</i> do not hand back the <i>Replacement Vehicle</i> at this time <i>You</i> will be liable for and will repay to <i>Us</i> all costs <i>We</i> incur. 9. Any costs which in <i>Our</i> reasonable opinion have been incurred through unnecessary delay on the part of <i>You</i>, the vehicle repairer, or <i>Your Motor Insurer</i>. 10. The third or any subsequent claim within the <i>Period of Insurance</i>. 11. Any costs which could be recovered under any other insurance.

General Conditions

Payment by *Us* is conditional upon *You* observing all of the following conditions:-

1. *You* must take all reasonable care in answering all questions in relation to this insurance honestly and to the best of *Your* knowledge. *Your* failure to take reasonable care in avoiding misrepresentation in relation to the information provided could result in *Your* policy being cancelled or *Your* claim rejected or not fully paid.
2. *You* must act at all times with due care and attention. *You* must take all practical steps to avoid the need to claims under this Policy and to minimise the extent of any claim *You* do make.
3. Whenever the *Insured Vehicle* is left unattended it must be locked with all windows closed, the keys removed and an alarm or immobiliser (when fitted) activated.
4. *You* must co-operate fully with *Your Motor Insurer* and provide all information and proof that it may require to process *Your* claim against it.
5. *You* must notify *Us* of a potential claim under this policy as soon as practicable and at the latest within 28 days of the *Insured Incident*, and provide at *Your* own expense all proof and documentation that *We* may reasonably require.
6. *You* must abide by the specific rental terms and conditions of the hire company.
7. *You* must advise *Us* as soon as practicable, and at the latest within 24 hours, of;
 - i. recovery of the *Insured Vehicle*;
 - ii. *You* receiving an offer of settlement by *Your Motor Insurer* or any third party;
 - iii. *You* receiving a settlement cheque from *Your Motor Insurer* or any third party
 - iv. *You* being offered or becoming entitled to a courtesy vehicle
 - v. rejection of *Your* claim by *Your Motor Insurer*
8. *You* must hand back the *Replacement Vehicle* by the end of the day when *Your* entitlement to payment by *Us* ends.
9. *You* must adhere to the terms and conditions of this policy, or *Your* claim may be declined.

Subrogation

We may at *Our* own expense take proceedings in *Your* name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to *Us*.

How to Make a Claim

You should call Hyundai Insurance on 0844 836 7381 to report a claim under this insurance policy. *You* should not send *Us* any documents until *We* ask for them.

Cancellation

You have the right to cancel *Your* policy during the 14 days after:

- a *You* buy the policy; or
- b *You* receive *Your* policy documents; whichever is later.

If *You* want to do so, *You* will be entitled to a full refund of the *Premium* *You* have paid. No refund is applicable should *You* request cancellation after this period has expired.

We may cancel *Your* policy by sending thirty days' written notice to *You* and provided:

- a no claims have occurred in the *Period of Insurance*
- b *We* are not cancelling because of a false declaration or fraud
- c *Premium* is paid up to date

We will return *Premium* proportionate to the outstanding *Period of Insurance*.

If *You* have made a claim or committed fraud or made a false declaration no refund is applicable.

How to Make a Complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should contact:

The Managing Director,
LawShield UK Ltd,
LawShield House,
850 Ibis Court,
Lakeside Drive,
Centre Park,
Warrington,
WA1 1RL.

Tel: 0800 731 3942

Fax: 0845 077 0806

Email: customerrelations@lawshield-uk.com

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, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR.

Tel: 0300 123 9 123 or 0845 080 1800

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.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if they cannot meet their 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. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN.

Data Protection

Your details and details of *Your* insurance cover and claims will be held by *Us* and or the *Underwriters* for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Authorisation

We are authorised and regulated by the Financial Conduct Authority. *Our* FCA Register number is 306793. *Our* permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. *You* can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
Registered No: FC008998

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