

# Hire Car Cover

Third Party Fire and Theft Cover

**Diamond**

### **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 Diamond Hire Car Cover, which are not recoverable from any Third Party.

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

# Policy Summary

**keyfacts**<sup>®</sup>

## **Hire Car Cover (Third Party Fire and Theft)**

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**

Admiral Insurance (Gibraltar) Limited, Suite 3G, Eurolife Building, 1 Coral Road, Gibraltar.

## **Type of Insurance and Cover**

### **Hire Car Cover**

The Diamond Hire Car 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 14 days of continuous vehicle hire (Section 2: What is Covered?)
- A Group A (ABI Group S1/S2) vehicle provided by AVR, within the Territorial Limits (e.g. 1.0 litre car) (Section 1 Definitions: Hire Car)

- A Hire Car for when the Insured Vehicle is rendered a total loss through an Insured Incident (Section 1 Definitions: Insured Incident)
- A Hire Car 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 18 years 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 Car 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 where the Insured Vehicle has been stolen which has not been reported to the Police (Section 5: What is not Covered? e.)
- Any claim reported to EUI Ltd more than fourteen days after the Insured Incident (Section 5: What is not Covered? g.)

## Duration

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

## Your right to cancel

You may cancel Your policy and receive a full refund providing You inform Us within the 14 days after You receive the policy terms and conditions. You may cancel this policy after this period but we reserve the right to charge a cancellation fee.

Please contact EUI Ltd, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ or call **0871 882 2200**.

## Claim Notification

To make a claim please call the Claims Line **0844 543 4420**.

## How to Make a Complaint

Any enquiry or complaint regarding this policy should be addressed to: The Quality Executive, EUI Limited, Capital Tower, Cardiff CF10 3AZ. Tel: 0800 952 1300. Email: [quality@diamond.co.uk](mailto:quality@diamond.co.uk)

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800.

## Financial Services Compensation Scheme

EUI Ltd are covered by the Financial Services Compensation Scheme (FSCS). If EUI Ltd 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. Cover for the claim or policy is provided at 90%. Further information can be obtained from [www.FSCS.org.uk](http://www.FSCS.org.uk)

Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar. Admiral Insurance (Gibraltar) Limited is a member of the FSCS. If Admiral Insurance (Gibraltar) Limited is unable to meet their obligations to you under this contract you may be entitled to compensation from the FSCS. Cover for the claim or policy is provided at 90%.

# IMPORTANT

## Your Hire Car Policy

This is to confirm that Admiral Insurance (Gibraltar) Limited 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 Car 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 Admiral Insurance (Gibraltar) Limited 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 Car**

A Group A (ABI Group S1/S2) vehicle as determined by AVR, within the Territorial Limits (e.g. 1.0 litre car).

#### **Insured Incident**

A road traffic accident or stolen recovered incident within the Territorial Limits that renders the Insured Vehicle a total loss as determined by EUI Limited if the damage is covered under their current motor insurance policy OR, by the Third Party You are claiming against for Your losses OR, if a fault accident by a garage who are a member of the Vehicle Builders Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar

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

#### **Insured Person/You/Your**

A full driving licence holder aged 18 years and over who appears on the current Third Party Fire & Theft certificate of motor insurance issued by EUI Ltd.

#### **Insured Vehicle**

Any motor vehicle insured with EUI Ltd that appears on a current Third Party Fire & Theft certificate of motor insurance, and for which a Premium has been paid for Hire Car cover.

#### **Participating Agent**

EUI Limited who are authorised to accept insurance, collect premiums and issue policies on behalf of the Underwriters.

#### **Period of Insurance**

The period of the Third party Fire & Theft 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 who administer claims.

### **Territorial Limits**

Great Britain, Northern Ireland, Isle of Man and the 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**

Admiral Insurance (Gibraltar) Limited, Suite 3G, Eurolife Building, 1 Coral Road, Gibraltar. Home State: Gibraltar.

### **We/Us/Our**

Albany Assistance Ltd/AVR and/or the Underwriters.

## **2. What is Covered?**

- This insurance provides for a single period of up to 14 days of continuous car 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 to EUI Ltd customers.

The Hire Car must be returned to AVR or its designated agent no later than 48 hours after payment is issued to the Policyholder based on EUI Ltd's total loss valuation of their claim should the damage be covered under Your motor insurance policy OR issued by the Third Party or Third Party Insurers You are claiming against, OR no

later than the 14th day of hire (whichever comes first).

## **3. How to Claim Your Hire Car**

Following an Insured Incident, You must report it immediately to EUI Ltd and to the Police if the Insured Vehicle was stolen.

Please only call the Claims Line on **0844 543 4420** to obtain Your Hire Car.

EUI Ltd will advise AVR, who will contact You to arrange the supply of a Hire Car.

## **4. Conditions**

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

- a. a security/fuel deposit is payable by You on collection of the Hire Car. This is refundable upon its return provided it is free from damage and has the same amount of fuel as when collected
- b. when taking possession of the Hire Car, the driver will need to produce their full current driving licence and personal identification, e.g. phone bill
- c. You must have a valid Third Party Fire & Theft motor insurance with EUI Ltd to take advantage of this cover
- d. Hire Cars are provided in accordance with AVR or its agent's standard requirements, terms and conditions
- e. a Hire Car will only be provided once confirmation is received from EUI Ltd OR (at the Insured Person's expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, 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 Car can be provided
- g. the Insured Person may have to provide comprehensive insurance for the Hire Car

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

## 5. What is Not Covered?

The following are not covered under this insurance:

- a. all fuel, fares, fines and fees relating to the Hire Car whilst in Your possession
- b. any claim where the Insured Vehicle was being used for hire or reward
- c. any claim where EUI Ltd do not provide indemnity under the terms of the underlying motor policy
- d. any further hire charges incurred after 14 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 EUI Ltd more than fourteen days after the Insured Incident

- h. any claim for a Hire Car more than fourteen days after the Insured Vehicle has been determined a total loss
- i. sea transit charges in the delivery and collection of the Hire Car
- 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 Car
- 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 car 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 Car 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 Rights

Subject to you not making a claim on this product, you have 14 days from the receipt of the welcome policy to cancel the product. Should you cancel outside the 14 day cancellation period, additional charges, including a £5 cancellation fee will apply for the time on cover. We reserve the right to amend this fee at any time without notice. Please contact EUI Ltd, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ or call **0871 882 2200**.

## Cancellation

The Insurer may at any time cancel Your policy sending 7 days notice to You at Your last known address.

## How to Make a Complaint

Any enquiry or complaint regarding this policy should be addressed to:  
The Quality Executive, EUI Limited,  
Capital Tower, Cardiff CF10 3AZ.  
Tel: 0800 952 1300.  
Email: [quality@diamond.co.uk](mailto:quality@diamond.co.uk)

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800.

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## Whole Agreement

Supplied by EUI Ltd (FSA Registration No 309378), Capital Tower, Greyfriars Road, Cardiff CF10 3AZ, 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 by Admiral Insurance (Gibraltar) Limited, Suite 3G, Eurolife Building, 1 Coral Road, Gibraltar. Home State: Gibraltar.

EUI Limited and Albany Assistance Limited are authorised and regulated by the Financial Services Authority. Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar.

The Hire Car 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 us on

**0871 882 2200.**

# Notes





*This booklet is made from recycled paper.*

**Diamond**