

Demands and Needs Statement

This product 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 for the replacement vehicle hire charges, which are not recoverable from any Third Party. Aim does not make personal recommendations as to the suitability of the Policy to individual circumstances.

Aim Replacement Vehicle Policy - Policy Summary



Replacement Vehicle Cover

This Policy summary does not contain full terms and conditions of the cover. These can be found in the Policy wording that follows this summary. It is important that you read the Policy document carefully when you receive it.

Name of The Insurance Undertaking

Your insurance contract will be with AmTrust Europe Limited who underwrite this Policy and are authorised and regulated by the Financial Services Authority - FSA Firms Reference number 202189. Albany Assistance Ltd will act as Appointed Agents of AmTrust Europe Limited in connection with the Policy and its administration and may monitor and record calls for Your protection and theirs.

Type of Insurance and Cover

Replacement Vehicle Cover

The Aim Replacement Vehicle Policy provides insurance to cover the funding of vehicle hire charges to help You stay mobile following a Road Traffic Accident or stolen recovered incident which renders the Insured Vehicle a total loss or where that vehicle is stolen and is not found, all within the Territorial Limits.

Significant Features and Benefits:

- A single period of up to a maximum of 14 days continuous vehicle hire (Definitions: What is Covered?)
- An ABI Group S1/S2 vehicle (e.g. 1.0 litre car) or a Light Commercial vehicle up to a maximum permissible weight of 3.5 tonnes provided by AVR, within the Territorial Limits (Definitions: Hire Vehicle)
- A Hire Vehicle for when the Insured Vehicle is rendered a total loss through an Insured Incident (Definitions: Insured Incident)
- A Hire Vehicle for when the Insured Vehicle has been stolen and not recovered (Definitions: Insured Incident)

Significant and Unusual Exclusions or Limitations:

A maximum of two claims can be made within the Period of Insurance (Definitions: What is Covered?)

The following are not covered under this Policy

- Any claim reported to Your Participating Agent more than fourteen days after the Insured Incident (Exclusions: What is Not Covered? g.)
- Any claim more than five days after the Insured Vehicle has been declared a total loss (Exclusions: What is Not Covered? h.)
- All fuel, fares, fines and fees relating to the Hire Vehicle whilst in Your possession (Exclusions: What is Not Covered? a.)
- Any claim where the Insured Vehicle was being used for hire or reward (Exclusions: What is Not Covered? b.)
- Any claim for theft which has not been reported to the Police (Exclusions: What is Not Covered? e.)

Duration

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

Cancellation

You may cancel Your Policy and receive a full refund up to fourteen days after buying the Policy or receiving Your Policy documents (whichever is the latter), as long as no claims have been made on 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 any pro-rata return of Premium will be at the discretion of Aim. Please call 0161 429 4550

Claim Notification

Immediately notify your Participating Agent who sold You this Policy of the accident or theft.

Only telephone the Helpline on 0800 111 4069 to obtain your hire vehicle.

How to Make a Complaint

If You want to make a complaint about the Policy contact Us by telephone on 0800 077 8165 or in writing to Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham. SR8 2RR, who may monitor and record calls for Your protection and theirs.

If the matter is not resolved to Your satisfaction, You can contact the Underwriter Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Tel no 0115 941 1022.

If the complaint cannot be resolved, You can refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme

Albany Assistance Ltd and AmTrust Europe Limited, who underwrite this insurance, are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the Claim. Most insurance contracts are covered for 90% of the Claim. Further information is available from the Financial Services Authority or the FSCS.

The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

Policy Wording

Your Aim 14 Day Replacement Vehicle Policy

This is to confirm that AmTrust Europe Limited will provide the cover described below during the period of Your Policy. Cover is subject to the terms and conditions that follow. Payment of the Replacement Vehicle Cover premium must be made before cover is provided.

Albany Vehicle Rentals (AVR) or a supplier of AVR provides the benefits under this Policy, but the contract is between AmTrust Europe Limited and the Policyholder

Definitions

Below is an explanation of some of the words used in this insurance:

Hire Vehicle

An ABI Group S1/S2 vehicle (e.g. 1.0 litre car) or a Light Commercial vehicle equivalent to the Insured Vehicle up to the maximum permissible weight of 3.5 tonnes, as decided by AVR, within the Territorial Limits.

Insured Incident

A road traffic accident or stolen recovered incident that makes the Insured Vehicle a total loss as decided by the motor insurer if the damage is covered under the 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 is a member of the Vehicle Builders & Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the Insured Vehicle is stolen and it is not found.

Insured Person

A full driving licence holder named as the insured on the current certificate of motor insurance. (Spouse includes their Common Law and/or Civil Law partner):

- a) aged 18 years to 79 years in respect of the ABI Group S1/S2 vehicle,
- b) aged 21 years to 79 years in respect of the Light Commercial vehicle.

Insured Vehicle

Any motor vehicle that is covered under the current motor insurance certificate, and for which a Premium has been paid for Replacement Vehicle cover.

Participating Agent

The insurance intermediary, firm or company from whom You purchased this Policy and who are authorised to sell this Policy to You on behalf of the Underwriter and Us.

Period of Insurance

The period of the motor insurance policy which runs at the same time as this Policy and does not exceed 12 months.

Policy

This Policy of insurance.

Policyholder

The person who has taken out this Policy.

Premium

The payment, which needs to be paid to the Participating Agent by You to get the benefit of this Policy except that We or the Participating Agent may, at our/their absolute discretion, waive Your need to pay.

Provider

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

Territorial Limits

England, Wales, Scotland and 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).

Underwriter

AmTrust Europe Limited.

We/Us/Our

Albany Assistance Ltd/AVR and/or the Underwriter.

You/Your

The Insured Person.

What is Covered?

- This insurance gives a single period of up to 14 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 arrange this. A discounted rate is available to Aim customers.

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, should the damage be covered under their 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).

How to Claim your Hire Vehicle

Following an Insured Incident, You must report it immediately to your Participating Agent, and to the Police if the Insured Vehicle was stolen.

Please only call Us on 0800 111 4069 to obtain your Hire Vehicle.

We will advise AVR, who will contact You to arrange the supply of a Hire Vehicle.

Conditions

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

- a. You may have to pay a security/fuel deposit when You collect the Hire Vehicle. This is refundable on return, provided it is free from damage and has the same amount of fuel as when collected
- b. when collecting 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 motor insurance policy to claim on this cover
- d. Hire Vehicles are provided in line with AVR or its agent's standard requirements, terms and conditions, which all drivers must meet
- e. a Hire Vehicle will only be provided once We get confirmation from the Insured Person's motor insurance company OR the Third Party OR (at Your 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. The Hire Vehicle will not be provided until this information is received
- f. if the Insured Vehicle has been stolen You must give 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 Aim, and can be viewed on request. They may affect the provision of the Hire Vehicle.

Exclusions

What is Not Covered?

The following are not covered under this insurance:

- a. all fuel, fares, fines and fees relating to the Hire Vehicle while You hire it
- b. any claim where the Insured Vehicle was being used for hire or reward
- c. any claim where the motor insurer does not provide cover under the terms of the underlying motor insurance policy
- d. any further hire charges due after the first fourteen days hire, or more than 48 hours after payment is issued under the terms of the underlying motor policy for a total loss or stolen not found incident, whichever comes first
- e. any claim where the Insured Vehicle has been stolen and has not been reported to the Police
- f. act of God, attempted theft, fire, malicious damage or vandalism
- g. any claim reported to Your Participating Agent more than fourteen 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 for the delivery and collection of the Hire Vehicle
- j. any claim due to a deliberate non-disclosure or criminal act, 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 due where this happens.
- k. any excess payable in the event of a claim involving the Hire Vehicle
- l. any Insured Incident, which happened before the Policy started
- m. any claim that arises from Your unlawful use of drink or drugs
- n. any claim covered under any other policy, or any claim that would have been covered by another policy if this Policy did not exist.

For general advice about cover under this Policy, please call Aim on 0161 429 4550.

Notice to the Insured Person

- a) The Insured Person must take all reasonable steps to keep down the costs of the claim
- b) The Insured Person must pay to the Provider any costs, charges or fees recovered from the Third Party to the extent of the sums indemnified under this Policy
- c) The Insured Person should take all action possible to recover any costs, charges or fees the Provider may have paid or is due to pay. If any amounts are recovered, they must be paid to the Provider
- d) When hire of a replacement vehicle ends, the Provider can take over and if necessary take proceedings in the name of the Insured Person to recover the hire costs from the Third Party

Albany Vehicle Rentals is the Provider of the services provided by the Replacement Vehicle cover; but the contract is between the Underwriter and the Policyholder.

Cancellation Right

You may cancel Your Policy within 14 days of receiving the Policy document and get a full refund, subject to no claim being made. After this 14-day period, You can cancel the Policy at any time, subject to no claim having been made, by contacting Aim. You can ask Aim for a pro-rata return of Premium, which is at their sole discretion. If You do not exercise Your rights to cancel the Policy, it will continue in force for the term of the Policy and You will need to pay the Premium. We and Aim can cancel this Policy at any time as long as We/Aim tell You at least 21 days before.

Please call 0161 429 4550 if You wish to cancel this Policy.

How to Make a Complaint

The appointed agents (Albany Assistance Ltd) and the Underwriter (AmTrust Europe Limited) are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

If You have a complaint, You can contact Us.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your claim. Please call Us on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to Your satisfaction You may contact the Underwriter AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG. Tel no 0115 941 1022. We will contact You within five days of receiving Your complaint to tell You what action is being taken. We will try to resolve the problem and give You an answer within four weeks. If it will take longer than four weeks then You will be told when You can expect an answer.

If We have not given You an answer within eight weeks, You will be told how You can take Your complaint to the Financial Ombudsman Service for review.

If after making a complaint, You are still unhappy, as the complaint has not been resolved to Your satisfaction, You have the right to refer the complaint to the Financial Ombudsman Service. The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights You may have.

Governing Law and Language

This Policy is governed by and interpreted with English Law. All communication will be in English.

Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriter and Us on their behalf. No other representation or warranty by the Insured Person or Us or their authorised representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

This Policy is administered by Albany Assistance Ltd (FSA Regulation: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR, and is underwritten by AMTrust Europe Limited, Market Square House, St James's Street, Nottingham, Nottinghamshire NG1 6FG. Registered Number 1229676. FSA Firms Reference Number 202189. Tel. 0115 941 1022. Authorised and regulated by the Financial Services Authority. (Home State: United Kingdom).

Albany Vehicle Rentals (AVR), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee County Durham. SR8 2RR (or a supplier of AVR) provides the benefits under this Policy.

Albany Assistance Ltd and AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the Claim. Most insurance contracts are covered for 90% of the Claim. Further information is available from the Financial Services Authority or the FSCS.

The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

Signed for on behalf of AmTrust Europe Limited

K W WARDELL, Managing Director