

# oneinsurance

Guaranteed Hire Vehicle & Basic Legal Cover Policy Booklet

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# Your 28 Day Guaranteed Hire Vehicle and Legal Policy

You should read this policy, the schedule and endorsements as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium we will give you our guaranteed hire vehicle cover as stated on your policy schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

# Conflicts of Interest Disclosure

One Insurance Limited is owned by directors who, in some cases, are also directors of Yoga Insurance Services Limited, your insurance broker.

# Our Promise to You

To avoid any misunderstanding, all our information to you will be in plain English. We promise to be fair and reasonable whenever you need the protection of this policy and we will always act quickly with your interests in mind

Signed for and on behalf of ONE Insurance Limited

J. Barnsdale

Josh Barnsdale CEO ONE Insurance Limited

### **Data Protection**

We are fully committed to making sure that your data is protected. We meet with data protection laws and apply high levels of security when processing your data.

Full information about how we handle and process your data can be found in our Data Protection Notice which you should read. The notice is sent along with your policy documents.

If you need a copy of the Data Protection Notice, or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@yoga-insure.co.uk or write to us at Data Protection Officer, Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

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### **Definitions**

Policy document	This booklet.
You, your	The person named as the policyholder on the schedule and certificate of motor insurance.
We, our, us	ONE Insurance Limited.
Schedule	This will show;
Recommended repairer	An authorised garage/mechanic included in our nationwide network of repairers.
Data protection laws	Any law, regulation or rules that relate to the protection of individuals about the processing of personal data.
Class A vehicle	This would generally be a manual motor car with a minimum of 3 doors and 4 seats, typically a Vauxhall Corsa, Toyota Aygo or Ford Fiesta, the make and model of the vehicle can vary.

# Our Commitment to the Environment

ONE Insurance Limited is committed to helping the environment by supporting the use of paperless documents wherever possible. This will help us to cut down our carbon footprint and means we can pass on the savings on post and administration to you; however, if you do need a paper copy of your insurance documents please contact your broker.

# **Territorial Limits**

Except where we say otherwise, your insurance applies in Great Britain and Northern Ireland.

### Disclaimer

We may add to, change, end, remove or suspend any term or condition of cover, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability. All prices and details published in this information booklet are correct at the time of printing and are subject to change without notice.

New terms apply as soon as they are posted.

# Legal Cover

This cover is underwritten by One Insurance Limited and is not a legal expenses policy. Please take the time to read the details, which explain the contract between you and the provider. If you have any questions or would like more information, please contact One Call Claims on 0203 738 7386.

#### **Level of Cover:**

Please check to your schedule.

#### Period of Cover:

The cover runs in line with your main motor insurance policy dates.

# Making a Claim

If you need to claim under this cover, you **MUST** call our Claims Team on the following number to report the incident:

0203 738 7386

One Call Claims Limited are authorised to deal with all claims for One Insurance Limited. If you are unhappy with the service received from One Call Claims Limited, please write to One Call Claims Limited, Unit 1, Carolina Court, Doncaster, DN4 5RA

#### Please give our operator the following information:

- Your name.
- · The first line of your address.
- The incident date.
- · Your claim reference number.
- · Registration number of your vehicle.

#### **Examples of Claimable Events:**

- You were involved in a road traffic accident with an insured driver and were injured as a result. You wish to claim for loss of earnings spent out of work.
- You were involved in an accident with an insured driver and your vehicle has been damaged. You require a replacement vehicle in order to travel.
- You were involved in an accident and the other driver was uninsured. You require a replacement vehicle in order to travel.
- You were in a traffic accident and your vehicle was written off as a result. You require a replacement vehicle in order to travel.

#### **Examples of Non Claimable Events:**

- · A vehicle is offered and provided by the insurer.
- · You have received settlement of your total loss or your vehicle repairs are complete.
- · You must have a valid claim on your main motor policy (including void and actually claiming for damage).

# **Cover Types**

#### **Your Cover**

- Policy Excess Recovery.
- Personal Injury Compensation.
- · Recovery of any out of pocket expenses i.e. loss of earnings.
- Any resulting loss.

#### Yoga Legal Advice

Our personal injury assistance cover will help to make sure that if you are injured because of an accident at home, in a public place or at work, and where the negligence of a third party was the sole or contributing factor to your injury or loss, you will have access to our specialist solicitors who are ready and waiting to tell you about your legal rights.

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After speaking to our UK-based 24-hour helpline on 0203 738 7386, we can work out whether you have a personal injury case or other legal dispute that our specialist solicitors can give advice on. If we refer you to our panel of solicitors, they will talk about the case with you and give you relevant initial advice on making a claim. If they think your prospects of success are reasonable (more likely to be successful in a court of law than not) and the claim is not excluded, then the solicitor may offer to act for you in pursuing your claim against the third party. The solicitor will, at this time, tell you about their appointment terms and conditions.

#### **Guaranteed Hire Vehicle Cover**

If you have a fault claim incident, a hire vehicle will be given for a maximum of 28 days for events mirrored by your insurance cover level. This applies where your vehicle is not roadworthy or driveable when directly affected by an insurance claim and a vehicle is not available from your insurer.

We will arrange for a vehicle to be delivered within three working days from you reporting the incident to us; vehicles can only be delivered Monday to Friday 9:00am to 5:30pm. During your period of cover, you are allowed a maximum of three claims. Your cover will be cancelled on the third claim. Our helpline is available 24 hours a day, 365 days a year, but arrangements to supply a vehicle can only be made within our working hours.

#### Hirer

The policyholder must:

- Be at least 21 years of age to receive our insurance cover; if not you will need to give your own insurance cover at an extra cost to yourself.
- · Hold a credit/debit card.
- Hold a full UK/EU driving licence and give a copy to us when we ask.
- · Complete a hire agreement.
- Tell us on the day of receiving your claim settlement so that we can arrange collection of the vehicle. If we are not told at once we reserve the right to charge you from this date for extra days' hire.

#### The Vehicle

- · A 'Class A' vehicle an upgrade may be available at an extra cost.
- You will need to pay a deposit of £60.00 when you arrange the vehicle hire, which will be refunded if the vehicle is returned in a reasonable condition and if no tickets are issued against the vehicle while in your care.
- Will be delivered to the policyholder.
- Is insured for the policy holder and any named drivers on the policy to drive. Cover for any further drivers would require purchasing at an additional cost to you.
- Hire charged cannot be more than the value of your vehicle.
- Will be delivered if there are no unavoidable incidents (such as national strikes or demonstrations) that may affect the running of the business.
- May be manual transmission: we cannot guarantee an automatic transmission vehicle.
- Extra terms for vehicles see the hire agreement.

### Terms and Conditions

- 1 You must abide by the terms and conditions of this cover.
- 2 All payments on your private motor insurance policy must be up to date at the date of the claim, and you must continue to make payments in line with the original agreement. Where payments are declined we reserve the right to refuse/recall any hire vehicle.
- **3** You must keep to the terms of the claim procedures set by your insurer, and all documents about the claim must be produced to your insurer within a reasonable period.
- **4** We reserve the right to cancel this policy by sending a cancellation notice to your last known address, giving seven days notice. Charges on your main motor insurance policy are separate.
- **5** In the event that any misrepresentation, exaggeration or concealment is made by you, or on your behalf in obtaining this insurance, or in support of any claim under this insurance, this policy may be voided rendering

the claim invalid; no refund of premium will be given in these circumstances, we will seek to recover hire costs (extra costs may be applied).

- **6** Your Policy must be fully in force and not be due for cancellation, or have had a cancellation notice issued within the last 14 days.
- 7 A hire vehicle will only be given if you are using the insurance company's allowed repairer.
- 8 No pets are allowed in the hire vehicles.
- 9 All our vehicles carry a minimum £600.00 excess for any claim made during your hire period.
- **10** We will reclaim the hire vehicle when you have received the settlement of your claims, you are given a replacement vehicle from your insurer, the cost of the hire vehicle reaches the value of your vehicle, or after 28 days (whichever is soonest).
- **11** A hire vehicle will only be provided when we receive a copy of the vehicle's V5 or ligitimate bill of sale to proof of vehicle ownership.
- **12** You must cooperate with our agents at all times throughout the duration of the hire, including delivery and collection of the vehicle.
- 13 A hire vehicle will only be provided when the claim has been accepted by the insurer.
- **14** Where you currently have any driving convictions or criminal convictions we may not be able to provide a hire vehicle. However we can discuss alternative options for you.
- **15** You can cancel this policy within 14 days of taking it out; where no claims have been made a full refund will be given. No refund of premium will be given after this period.
- **16** In the event of a valid claim, if we can't provide a Hire Vehicle we'll contribute towards your transportation costs at a daily rate of £15 per day, up to a maximum of £210 per individual claim which you make in the period of Insurance.

# **Exclusions**

- 1 No vehicle is available for windscreen claims.
- **2** The hire vehicle cover cannot be used for breakdown claims (you will not receive a hire vehicle when your vehicle is for mechanical repair).
- 3 No vehicle is available if repairs are being dealt with by anyone other than one of our approved repairers.
- 4 Any claim through your insurance provider where the claim has not been validated and/ or the excess is not exceeded.

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# The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English law will apply to this contract. All communications will be in English. All disputes arising out of this contract will be under the exclusive jurisdiction of the Courts of England and Wales.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

# What if You Have a Complaint?

Mistakes do happen, and if you feel let down we have procedures in place to investigate and remedy your concerns. We will do our best to resolve the issue.

Your broker, Yoga Insurance Services Limited, is authorised and regulated by the Financial Conduct Authority (FCA). Yoga follow the FCA guidelines for complaint handling and the steps to follow are set out on our website www.yoga-insure.co.uk

#### Step 1:

We ask that you contact the right company during the hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint about the selling of an insurance policy, the first step is to contact One's broker (i.e. Yoga Insurance Services): Live Chat available at www.yoga-insure.co.uk
- If you would like to lodge a complaint about the handling of a claim, the first step is to contact One's Claims Handler (i.e. One Call Claims): 01302 552316
- If you would like to complain in about the terms and conditions of the policy cover, the first step is to contact the insurer (i.e. One Insurance Limited): 01302 495810 (Gibraltar)

All staff have been trained to give a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you, they will refer you to the appropriate Line Manager who will also try to resolve your complaint. You can also register your complaint to the Complaints Handling Manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager Yoga Insurance Services First Point Balby Carr Bank Doncaster DN4 5JQ	Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

We aim to resolve your complaint within 24 hours of when we receive it; however, if this is not possible then we will acknowledge your complaint within five working days. A written final resolution letter will be sent to you once all investigations are complete and within eight weeks of receiving your complaint. At which point we will then close our file. If, however, you stay dissatisfied at this stage please go to step 2.

#### Step 2:

You have the right to refer your complaint to an approved dispute resolution facility run by the Financial Ombudsman Service, either on receipt of our final resolution or eight weeks from the date you told us you were dissatisfied.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Please include a copy of the final response that we sent to you with your policy number and quote 'Yoga Insurance Services Limited' as a reference. If you would like to make a complaint via the FOS, then this must be made within six months of our final response. This will not affect your legal rights. Further information is available at http://www.financial-ombudsman.org.uk.

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### Notes...

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