



Courtesy Car Plus

Your Mercedes-Benz Insurance Courtesy Car Plus Policy

This is to confirm that Zenith Insurance Plc 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 Mercedes-Benz Insurance Courtesy Car Plus **Policy Premium** must be made before cover is provided.

Auxillis Limited provides the benefits under this **Policy**. Auxillis Services Limited or a supplier of Auxillis Services Limited provides the **Hire Vehicle** under this **Policy**, but the contract is between Zenith Insurance Plc and the **Policyholder**.



Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this Policy:

Hire Provider

Auxillis Services Limited.

Hire Vehicle

A standard specification Mercedes-Benz A Class, C Class or E Class hatchback or saloon. The model of the **Insured Vehicle** will be used by Auxillis Limited to determine the Hire Vehicle based on a matrix provided by **Mercedes-Benz Insurance** available upon request. All vehicles provided by Auxillis Services Limited for use within the **Territorial Limits** only.

Insured Incident

An event that results in a valid claim under the **Mercedes-Benz Insurance Motor Insurance Policy** for repairs to the **Insured Vehicle**, the unrecovered theft of the **Insured Vehicle** or where the **Insured Vehicle** has been determined a total loss. This cover applies where vehicle hire charges are not recoverable from any third party.

Insured Person/You/Your

A full driving licence holder aged between 21 and 84 years who appears on the current certificate of motor insurance covering the **Insured Vehicle** issued through **Mercedes-Benz Insurance**.

Insured Vehicle

Any motor vehicle insured through **Mercedes-Benz Insurance** that is covered under the current motor insurance certificate, and for which a Premium has been paid for Mercedes-Benz Insurance Courtesy Car Plus.

Mercedes-Benz Insurance

The insurance intermediary who is authorised to sell this **Policy** to the **Policyholder** on behalf of the **Underwriter** and **Us**.

Motor Insurance Policy

The insurance Policy issued on behalf of a Motor Insurer to **You** in respect of **Your Insured Vehicle**.

Period of Insurance

The period of the **Motor Insurance Policy** which runs alongside 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 **Mercedes-Benz Insurance** 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.



Territorial Limits

England, Scotland, Wales and Northern Ireland.

Underwriter

Zenith Insurance Plc.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

We/Us/Our

Auxillis Limited acting as administrator for this **Policy** on behalf of the **Underwriter**.

Cover

What is Covered?

1. This insurance gives up to 14 days of continuous vehicle hire within the **Territorial Limits** following an **Insured Incident** during the **Period of Insurance** that occurred within the **Territorial Limits**.
2. A maximum of two claims can be made in the **Period of Insurance**.

The **Hire Vehicle** must be returned to Auxillis Services Limited or their agents no later than 4 days after payment is issued to the **Policyholder** based on the insurance company's valuation of their claim OR when repairs to the **Insured Vehicle** have been completed (whichever comes first).

How to Claim Your Hire Vehicle

Following an **Insured Incident**, **You** must report it immediately to **Your** motor insurance company (Helpline telephone number 0344 4933 231), and to the Police if the **Insured Vehicle** was stolen.

Please call Auxillis Limited on 0344 4933 231 to report a claim on this **Policy**. Auxillis Limited will advise Auxillis Services Limited who will contact **You** to arrange the supply of a **Hire Vehicle**.

Conditions

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

1. A fuel service charge is payable ensuring that the **Hire Vehicle** is delivered with sufficient fuel to meet **Your** immediate journey requirements.
2. When receiving the **Hire Vehicle**, the driver will need to produce their full current driving licence and proof of address, e.g. utility bill or landline telephone bill.
3. **You** must have a valid **Motor Insurance Policy** through **Mercedes-Benz Insurance** to claim on this cover.
4. **You** must have a valid driving licence and must not be breaking the conditions of that licence.
5. **We** will not provide a **Hire Vehicle** if **We** believe doing so would cause a risk to its security or **Your** safety or the safety of **Our** staff.



6. **Hire Vehicles** are provided in line with Auxillis Services Limited or its agent's standard requirements, terms and conditions (see 'What is Not Covered?' below) which all drivers must meet.
7. A **Hire Vehicle** will only be provided once **We** get confirmation from the **Insured Person's** motor insurance company that the **Insured Vehicle** has been involved in an **Insured Incident**.
8. A **Hire Vehicle** will be provided immediately if the **Insured Vehicle** has been confirmed as stolen or undriveable.
9. If repairs are required to the **Insured Vehicle**, a **Hire Vehicle** will only be provided once the repairer details have been confirmed and a booking in date for the repairs to commence has been established.
10. A **Hire Vehicle** will be provided once **We** receive confirmation from the **Insured Person's** motor insurance company or written 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.
11. If the **Insured Vehicle** has been stolen **You** must provide a police crime reference number before a **Hire Vehicle** can be provided.
12. The **Insured Person** may have to provide Comprehensive insurance covering the **Hire Vehicle**.

We must draw **Your** attention to the additional terms and conditions of Auxillis Services Limited. These are set out in the vehicle hire agreement, which will be given to **You** to review and sign should **You** need to make a claim on this **Policy**. This may affect the provision of the **Hire Vehicle**. This can also be reviewed at any time upon request.

What is Not Covered?

The following are not covered under this insurance:

1. Any further hire charges due after the first fourteen days of hire OR more than 4 days after payment is issued under the terms of the **Motor Insurance Policy** for a total loss or stolen not recovered incident, OR when repairs to the **Insured Vehicle** have been completed (whichever comes first).
2. All fuel, fares, insurance Premiums, fines and fees relating to the **Hire Vehicle** whilst **You** hire it.
3. Any claim where the motor insurer does not provide cover under the terms of the **Motor Insurance Policy**.
4. Any continuing hire charges after the **Insured Vehicle** has been stolen and recovered and is deemed to be roadworthy or where no repair work is required.
5. Any claim where the **Insured Vehicle** has been stolen and has not been reported to the Police.
6. Any claim reported to **Us** more than 14 days after the **Insured Incident**.



7. Any claim for a **Hire Vehicle** more than five days after the **Insured Vehicle** has been determined a total loss.
8. Sea transit charges for the delivery and collection of the **Hire Vehicle**.
9. 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.
10. Any excess payable in the event of a claim involving the **Hire Vehicle**.
11. Any **Insured Incident**, which happened before the **Policy** started.
12. Any claim that arises from **Your** unlawful use of drink or drugs.
13. Any claim covered under any other policy, or any claim that would have been covered by another Policy if this **Policy** did not exist.
14. Any claim for a **Hire Vehicle** where the DVLA have confirmed that an **Insured Person** is not allowed to drive on medical grounds.
15. Any claim where the **Insured Vehicle** is undriveable or a total loss due to windscreen damage only.
16. Any claim where the Insured Vehicle is a; 4x4, estate vehicle, convertible, coupe, people carrier or AMG model the **Hire Vehicle** provided will be a standard specification Mercedes-Benz A Class, C Class or E Class Mercedes-Benz **Hire Vehicle** as determined by Auxillis Limited.
17. Any claim where the cost of a **Hire Vehicle** is recoverable from any third party.

Notice to the Insured Person

1. The **Insured Person** must take all reasonable steps to keep down the costs of the claim.
2. Auxillis Limited administers the **Mercedes-Benz Insurance** Courtesy Car Plus Replacement Vehicle Policy.
3. Auxillis Services Limited or a supplier of Auxillis Services Limited provides the **Hire Vehicle** under this **Policy**; but the contract is between the **Underwriter** and the **Policyholder**.

Cancellation Right

You may cancel this **Policy** and receive a full refund if **You** inform **Us** within 14 days of buying the **Policy** or receiving **Your Policy** documents (whichever is later) as long as no claims have been made. **You** may cancel the Policy after the initial 14 day period however **You** will not be entitled to any refund in Premium. Please contact **Mercedes-Benz Insurance** on the telephone number detailed in **Your Motor Insurance Policy**.

Your Policy may be cancelled by **Us** if there are serious grounds to do so, for example:

- **You** have failed to pay any **Premium** due at the agreed time; or
- **You** have failed to co-operate or provide information and assistance in relation to any claim under this **Policy** or with regards to the administration or operation of this **Policy**; or



- Where **We** have grounds to suspect fraud or misrepresentation; or
- Where **You** use threatening or abusive behaviour towards a member of **Our** staff or a member of **Our** suppliers' staff.
- **We** will do this by giving **You** 14 days' notice in writing to **Your** last address notified to **Us**. **Your** last notified address may include an email address nominated by **You** to accept correspondence.

Fraud

If a claim is made which **You** or anyone acting for **You** knows is false, or if **You** give **Us** incorrect information or fraudulent documents, **We** will not pay the claim, cover under this insurance will not be valid, and **You** will lose any **Premium You** have paid.

How to Make a Complaint

If **You** wish to make a complaint please contact the Quality & Support Department first by calling 0800 953 7122 or write to The Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

Auxillis Limited will make every effort to resolve **Your** complaint by the end of the third working day after receipt. If they cannot resolve **Your** complaint within this timeframe they will acknowledge **Your** complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending **You** a final response letter. If they are unable to do so, they will write to advise **You** of progress and will endeavour to resolve **Your** complaint in full within the following four weeks.

If they are still unable to provide **You** with a final response at this stage, they will write to **You** explaining why and advise when **You** can expect a final response. At this point **You** may refer **Your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

Tel: 0800 0 234 567 - free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 - free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02. Web: www.financial-ombudsman.org.uk/

You may go directly to the Financial Ombudsman Service when **You** first make **Your** complaint, but the Ombudsman will only review **Your** complaint at this stage with **Our** consent. However, **We** are still required to follow the procedure stated above.

If **You** have received a final response but are dissatisfied, **You** have the right of referral to the Financial Ombudsman Service within six months of the date of **Your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **We** have provided **Our** consent. Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.



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 Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Auxillis Limited, Redmond House, Bracken Hill Business Park, Peterlee, Co. Durham, SR8 2RR and is underwritten by Zenith Insurance Plc. Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787). Auxillis Services Limited, (Head Office: Pinesgate, Lower Bristol Road, Bath, BA2 3DP) or a supplier of Auxillis Services Limited provide the **Hire Vehicle**.

Auxillis Limited and Zenith Insurance plc are covered by The Financial Service Compensation Scheme (FSCS). **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 FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7741 4100.

Data Protection and Privacy Statements

Introduction

We believe in keeping your information safe and secure. We use your information in accordance with all applicable Data Protection laws. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://documents.markerstudygroup.com/group-privacy-cookie/zenithgi.aspx> or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information about how we will process your data.

How we use your information

Zenith and Auxillis will both use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. We may also carry out fraud or credit checks. Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.



How we may share your information

In order to provide our services to you, Zenith and Auxillis may share your information within our group of companies (Markerstudy Group and Auxillis Group) and with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by Zenith and third parties. These third parties may share your information with their own agents.

Marketing

Neither Zenith nor Auxillis will use your data for marketing purposes. All information provided is used to manage your insurance Policy only.

Your Rights as a Data Subject

Under Data Protection laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer
Zenith Insurance
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Please make sure you provide your name, address, policy number and other relevant information to allow us to respond to your query.

You understand that all personal data you supply must be accurate.

If you would like any other person to discuss your policy or make amendments then we must have your permission.

Updating Your Records

If you think our records are wrong or out of date, particularly your contact details, you must contact Mercedes-Benz Insurance immediately on 0345 0402090 so that they can correct them and update us.