

Car Rental Excess Reimbursement Insurance - Policy Wording

Thank you for purchasing Cover4Rentals Car Rental Excess Reimbursement Insurance. Please take a little time to read and understand what we will cover and what we will not cover under Your insurance contract, along with what you should do in the event of a claim to avoid any frustration or disappointment. This policy wording explains the detailed terms of Your insurance. We have tried to make this insurance contract easily understood by you, the customer, in an effort to eliminate unrealistic expectations if an unfortunate incident should occur. At the same time let us assure you that if something occurs that is covered by this insurance contract, then we will try our best to provide you with a high level of timely and courteous service.

Provided you have paid the appropriate premium as shown on your certificate, you are covered in accordance with the full wording shown herein up to the limits indicated below for the cover chosen.

The amounts shown below are in €/\$, the policy denomination being the same as used to pay the premium

Benefits Schedule		Standard	Deluxe
1	Excess Reimbursement	€/\$5,000	€/\$50,000
	Towing cost cover	€/\$500	€/\$500
	Damage to window(s) Europe	€/\$500	€/\$1,000
	Damage to window(s) Worldwide	€/\$500	€/\$650
	Damage to tyre(s)	€/\$500	€/\$500
	Administration charges	€/\$50	€/\$50
2	Personal accident- loss of sight, limb(s) or permanent total disablement	€/\$5,000	€/\$10,000
3	Personal possessions cover - overall limit	€/\$250	€/\$500
	maximum per item, pair or set	€/\$50	€/\$75
4	Key cover	€/\$500	€/\$500
5	Curtailement of rental - per day/per agreement	€/\$30 / €/\$300	€/\$50 / €/\$500
6	Drop off charges	€/\$300	€/\$500
7	Lock out	Not covered	€/\$100
8	Misfuelling	Not covered	€/\$500
9	Road rage cover	Not covered	€/\$1,000
10	Carjacking cover	Not covered	€/\$1,000

Important Features		
Rentals in country of residence	Not covered	Included
Car Club membership	Not covered	Included

Annual Policy Features and Limitations	
Maximum duration per rental	60 days
Minimum age at start date of rental	21 years
Maximum age at start date of rental	84 years

Daily Policy Features and Limitations	
Maximum duration per rental	180 days
Minimum age at start date of rental	21 years
Maximum age at start date of rental	84 years

Demands and Needs Statement

This insurance meets the demands and needs of those eligible customers who rent a vehicle and wish to insure against the cost of an excess in the event that the vehicle is damaged. Further details of the cover can be found within the benefits schedule.

Monetary Limits

We will insure **You** up to the amounts shown in the benefits schedule in respect of each **Car Rental Agreement You** enter during the period of insurance.

Territorial Limits

NOTE: This policy does not cover car rentals in Armenia, Dominican Republic, Iceland, or Jamaica.

Applicable as shown on Your certificate of insurance. Please note that under **Standard** cover, rentals in **Your** usual country of residence are not covered.

Europe means: All EU, EEA countries, Switzerland and the United Kingdom

Worldwide means: Worldwide, excluding Armenia, Dominican Republic, Iceland & Jamaica.

Important Information

This **Policy** is sold and administered by Eversure Limited, trading as **Cover4Rentals**, provided by Strategic Insurance Services Limited and is underwritten by Guardrisk Insurance Company Mauritius Ltd PCC.

This Insurance is designed for any person who rents a car from a licensed **Car Rental Company** or **Car Club** and wishes to protect themselves from the cost of the Rental Excess and other costs in the event of **Accident** or **Damage** to the vehicle.

This **Policy** will have been sold to **You** on a non-advised basis and it is therefore for **You** to read this **Policy** (paying particular attention to terms, conditions and maximum claim limits) and ensure that it meets all of **Your** requirements. Please read this **Policy** carefully before deciding whether to purchase it. Alternatively, if upon reading this **Policy** **You** find it does not meet all of **Your** requirements, please refer to the 'Cancellation Period' section.

This **Policy** must have been purchased prior to the commencement of any **Car Rental Agreement** for which **You** wish this **Policy** to be operative and is invalid if the dates and times on the **Car Rental Agreement** are not within the **Period of Insurance**. *(Please note that this does not apply to renewals where there is no gap in cover)*

This **Policy** and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

Who is eligible to purchase car hire insurance?

Any person;

- aged between 21 and 84 years inclusive, and
- who holds a full and valid, internationally recognised driving licence,
- who secures a car rental excess via their credit or debit card, and
- who is eligible to rent and drive the **Rental Vehicle** and able to adhere to the terms of the **Car Rental Agreement**.

This **Policy** is not valid if **You** are unable to meet all the eligibility criteria noted above.

Separate Contracts

You have entered into a contract of insurance with Guardrisk Insurance Company Mauritius Ltd PCC, a separate contract with Strategic Insurance Services Limited which provides the product and **Cover4Rentals** which arranges and administers the **Policy**.

Contacting Cover4Rentals

If **You** have any questions or if **You** would like more information, please contact **Cover4Rentals** by visiting www.Cover4Rentals.com

Law and Jurisdiction

You and **We** are free to choose the laws applicable to the **Policy**. Unless otherwise agreed by **Us** in writing the law applicable will be English law. The language of this **Policy** and all communications relating to it will be English.

Regulatory Information

Guardrisk Insurance Company Mauritius Ltd PCC authorised and regulated by the FSC in Mauritius (Registration number: C142417/C1/GBL). Guardrisk Insurance Company Limited are wholly owned by MMI Holdings who are listed on the Johannesburg Stock Exchange.

Strategic Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 307133). Strategic Insurance Services Limited is authorised to carry on Regulated Activities in accordance with the permissions granted by the FCA under PART IV of the Financial Services and Markets ACT 2000.

Registered office: Delmon House 36-38 Church Road Burgess Hill West Sussex RH15 9AE, United Kingdom

Registered in England – Company Number 02968515

Cover4Rentals is a trading name of Eversure Limited.

Eversure Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 501311)

Registered office: Bury House, 1-3 Bury Street, Guildford, Surrey, GU2 4AW, United Kingdom

Registered in England – Company Number 6751893

Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms including the premium, **We** have relied on the information which **You** have provided to **Us**. **You** must take reasonable care when answering any questions, **We** ask by ensuring that any information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a. treat this **Policy** as if it never existed;
- b. decline all **Claims**; and
- c. retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

1. treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided

You with cover;

2. treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms; and/or
3. reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if i, ii and/or iii apply, and, if applicable, provide **You** with the amended terms.

If there is no outstanding **Claim** and ii and/or iii apply,

1. **We** will have the right to give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
2. if **We** have given **You** notice that **We** will treat this **Policy** and any future **Claim** in accordance with (ii) and/or (iii), **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

If **You** become aware that any information **You** have given **Us** is inaccurate, please contact **Cover4Rentals** as soon as possible.

Cancellation Period

Single Trip Policies

We hope **You** are happy with the cover **Your Policy** provides, however if after reading it, this insurance does not meet with **Your** requirements, please contact **Cover4Rentals** within 14 days of receipt of **Your Policy** and they will: refund **Your** premium in full provided **You** have not commenced **Your** Period of Insurance.

After 14 days **You** can cancel this insurance at any time by contacting **Cover4Rentals** through our website www.Cover4Rentals.com or by writing to their registered address, however no refund of premium will be provided.

Annual Policies

We hope **You** are happy with the cover **Your Policy** provides, however if after reading it, this insurance does not meet with **Your** requirements, please return it to **Cover4Rentals** within 14 days of receipt of **Your Policy** and they will refund **Your** premium in full.

After 14 days **You** can cancel this insurance at any time by contacting **Cover4Rentals** through our website www.Cover4Rentals.com or by writing to their registered address. **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on **Your Certificate of Insurance**.

For further details around **Your** right to cancel, please refer to **Cover4Rentals Terms of Business**.

For any **Policy**, if **You** have made a claim or intend to make a claim, no refund will be provided

Period of insurance

This is the period for which **We** have accepted the premium as shown in **Your Certificate of Insurance**. During this period any **Car Rental Agreement** not exceeding 180 days in respect of a single **Car Rental Agreement** or 60 days in respect of an annual **Policy** is covered.

There is no cover offered by **Your Policy** whatsoever for a **Car Rental Agreement** which is longer than 180 days in respect of a single **Car Rental Agreement** or 60 days in respect of an annual **Policy**. This would include not covering **You**, regardless of **Your** incident date, for any claim that relates to a booked **Car Rental Agreement** that is longer than 180 days in respect of a single **Car Rental Agreement** or 60 days in respect of an annual **Policy** duration. In all cases, cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Car Rental Company** assumes control of the **Rental Vehicle**, whether at its business location or elsewhere.

Definitions

Any word defined below will have the same meaning wherever it is shown in **Your** policy. These definitions have been listed in alphabetical order.

Accident/Accidental - means a sudden, unexpected event caused by something external and visible, which results directly in loss, damage or physical bodily injury.

Act of Terrorism - means an act, including but not limited to the use of force or violence and/ or the threat of any person or group of persons whether acting alone, or on behalf of, or in connection with any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or the public, or any section of the public in fear.

Administrator - means **Cover4Rentals**, a trading name of Eversure Limited, Bury House, 1-3 Bury Street, Guildford GU2 4AW

Bodily Injury - means an identifiable physical injury sustained by **You** caused by sudden, unexpected, external and visible means.

Car Club - means a commercial operation in business to allow paid-up members to rent and use a vehicle that is owned by the Club on an hourly or daily basis. This does not include privately owned vehicles made available as part of a car-pooling or car sharing or similar arrangement.

Car Rental Agreement - means the contract provided by a **Car Rental Company** in respect of the provision of a **Rental Vehicle** that is signed by the lead named driver and that states the excess for which a lead named driver is responsible.

Car Rental Company - means a commercial operation in business to rent out vehicles that is fully licensed, where applicable, by the regulatory authority of that country, state or local authority.

Certificate of Insurance - means an insurance validation certificate issued which describes who is covered under this **Policy**.

ClaimEz - means the administration system owned and managed by Strategic Insurance Services Limited.

Country of Residence - means **You** usual place of residence, of no less than 6 months of the year. These are further sub-defined as:

Area 1: United Kingdom;

Area 2: Countries in the European Union (except the UK), the European Economic Area and Switzerland.

Area 3: Rest of the World, except as noted in Area 4;

Area 4: Barbados; Bermuda; China (not Hong Kong); Israel; Kuwait; Mozambique; Philippines; Russia; Sudan; Taiwan; Vietnam.

Cover4Rentals - a trading name of Eversure Limited.

Cover4Rentals Terms of Business – the terms regulating the relationship between **You** and **Cover4Rentals**.

Excess - means the amount for which **You** are held responsible under the terms of the **Car Rental Agreement** as a result of the physical loss of or damage to the **Rental Vehicle**, including fire, vandalism, theft and loss of use. This includes up to €/\$50 in total in respect of administration and handling charges raised by the **Car Rental Company** in connection with any loss of or damage to the **Rental Vehicle**.

Insurance Premium Tax (IPT) - means a Government tax which must be paid by **You** in addition to the insurance premium.

Occupying means travelling in, getting into or getting out of any **Rental Vehicle**.

Personal Possessions - means luggage, clothing and personal items which are owned by **You**. The following are not included in the definition; animal skins, antiques, bicycles, binoculars, bonds, buggies, computer games and computer game consoles, computer or telecommunications equipment of any kind, contact or corneal lenses, coupons, diving equipment, documents of any kind, furs, ipods, marine and craft equipment, mobile phones, money, motor vehicles, MP3 players, musical instruments, prams, radios, sailboards or related equipment or fittings of any kind, securities, stamps, surfboards, tape recorders, television sets, travellers cheques, video equipment or DVD equipment of any kind.

Policy - means **Your Certificate of Insurance**, this **Policy** and endorsements.

Public highway - means any road made or unmade that is intended for use by the general public.

Rental Vehicle - means any one private car hired under a contract on a hourly, daily or weekly basis from a **Car Rental Company** during the period of insurance. The definition of a **Rental Vehicle** does not include;

- a. a **Rental Vehicle**;
 - i. with a retail purchase price in excess of €/\$50,000.
 - ii. which is over 20 years old.
 - iii. which has not been manufactured for 10 years or more.
- b. the rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than 9 people including the driver, motorcycle, moped, motorbike, off-road vehicle or a recreational vehicle (being any vehicle with temporary or permanent living or accommodation facilities).
- c. the rental of privately-owned vehicles made available as part of a car-pooling, car sharing or similar arrangement.

Single item - means any one article, pair, set or collection owned by **You**.

Tax/Duty - means a Government tax which must be paid by **You** in addition to the insurance premium.

UK, United Kingdom - means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Under body of the vehicle - means the underside of the vehicle excluding bumpers and trim.

Valuables - means articles made of or containing gold, silver or other precious metals, jewellery, leather goods, furs, camcorders, photographic equipment, precious or semi-precious stones, silks, telescopes, binoculars, watches, computer equipment, computer games & computer game consoles, cameras, compact disc players, MP3 players & iPods, sunglasses, spectacles, mini-disc players, owned by **You**.

We, Us and Our - means Strategic Insurance Services Limited.

You and Your - means the person(s) named and included on the **Certificate of Insurance** which attaches to this **Policy**, up to a maximum of 4 persons. Any one of these must be the lead named driver on the rental agreement. **In respect of annual policies, You must all live at the same address and no more than one vehicle can be hired at any one time.**

Section 1 - Reimbursement

You are covered up to the amount shown in the benefits schedule if, as a result of any physical loss or damage to the **Rental Vehicle** for which **You** are responsible under the terms of the **Car Rental Agreement, You**;

- a. incur costs relating to the damage cost or excess, whichever is the lower, following a valid claim under **Your Car Rental Agreement**, and/or
- b. incur towing costs following physical loss or damage to or mechanical breakdown of the **Rental Vehicle**, and/or
- c. incur loss of use charges relating to the number of days taken to repair the vehicle.

This section includes loss or damage to windscreens and any auto glass, to the **Rental Vehicle** roof, tyres and the under body of the **Rental Vehicle**.

You are not covered for any claim:

- a. under Standard cover only, for any rental in **Your** usual country of residence or any **Car Club** usage.
- b. any claim in respect of the excess if a third party is responsible for the damage to the **Rental Vehicle** and, as a result, the **Car Rental Company** will be or have reimbursed the excess amount to **You**.
- c. any costs greater than €/\$50 (or currency equivalent) relating to administrative or handling fees charged by the **Car Rental Company** in connection with any loss of or damage to the **Rental Vehicle**,

- d. any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
- e. any claim where **You** have not met the terms of **Your Car Rental Agreement**.
- f. any claim in respect of loss of use of the **Rental Vehicle** which is due to **Your** disinclination to use the **Rental Vehicle**.
- g. any claim for towing costs or loss of use of the **Rental Vehicle** which are not as a result of any physical loss or damage to or mechanical breakdown of the **Rental Vehicle** for which **You** are responsible under the terms of the **Car Rental Agreement**.
- h. Costs applied by a rental company for the correction of any damage to a vehicle, which an independent expert attests, is not reasonable or customary.
- i. the first €/\$75.00 of any claim if **Your Country of Residence** is Area 3 or Area 4
- j. Any claim for a car rental excess, not secured via a credit or debit card.

Special conditions and factors relating to claims

- a. **You** must not pay the rental company for any damage in excess of €/\$5,000 and instead **You** must refer the rental company to **Us** for **Us** to liaise with them on **Your** behalf. Speak to **Your** card provider to prevent the payment if required to protect **Your** finances.
- b. **You** must provide **Us** with written confirmation from the **Car Rental Company**, as to whom the **Car Rental Company** hold responsible for the damage to the **Rental Vehicle**.
- c. if a known third party is responsible for the damage caused, the rental company may initially hold **You** responsible for the full excess but then refund **You** once their recovery from the third party is complete.
- d. if no known third party is available, the rental company may initially hold **You** responsible for the full excess amount but then they will refund **You** the difference between the actual repair cost and the excess if the actual repair cost is lower.
- e. **You** must provide **Us** with the itemised final invoice from the **Car Rental Company** which confirms:
 - i. The final cost of the repairs to the **Rental Vehicle**, and
 - ii. The final amount the **Car Rental Company** have charged **You** in respect of **Your** excess under the **Car Rental Agreement**. This should reflect any reduced excess amount as per points b. and c. above.
- f. In respect of any claim for loss of use of the **Rental Vehicle**, **You** must provide written evidence from the **Car Rental Company** confirming that the **Rental Vehicle** is un-roadworthy for the remainder of the **Car Rental Agreement** due to the damage sustained. Loss of Use benefits are limited to the daily rate **You** were charged in respect of the Rental Agreement against which **You** are claiming.
- g. If **You** are not provided with sufficient proof of the amount charged to substantiate this claim, **We** will work in conjunction with **You** to obtain this information from the rental company and/or **Your** credit card company, which may delay **Your** claim.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 2 - Personal Accident

You are covered up to the amount shown in the benefits schedule for one of the following losses resulting from an external accident resulting in **Your** death, loss of limb(s), loss of sight or permanent total disablement. No benefits shall be paid for more than one loss suffered.

Please note the death benefit will be paid to the deceased persons' estate.

Special definitions relating to this section

Loss of limb means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of sight means total and irrecoverable loss of sight which shall be considered as having occurred;

- a. in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Permanent total disablement means physical or mental impairment that has a substantial and long-term adverse effect on **Your** ability to carry out any form of employment and at least three of the following normal day to day activities;

- a. dressing and undressing.
- b. personal hygiene.
- c. getting up and down a flight of stairs.
- d. getting in and out of a bed or chair.
- e. general household duties including cleaning, ironing or shopping.

We will consider that **You** are unable to perform an activity when the following applies;

- a. **You** are unable to perform the activity even with the use of equipment, and
- b. **You** always need the help of another person to perform the activity.

Special conditions

The accident giving rise to the loss under this section of cover must;

- a. be sustained as a result of **You Occupying** any **Rental Vehicle**, or **You** being struck by any motor vehicle during the duration of the **car rental agreement**.
- b. result in a loss occurring within 180 days of the date of the accident.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 3 - Personal Possessions Cover

You are covered up to the amount shown in the benefits schedule for the value of personal possessions which are stolen from **Your Rental Vehicle**. The maximum payment for any **Single item** is shown in the benefits schedule. The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is supplied is €/\$75. The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation is not supplied is €/\$25. The maximum payment for tobacco, alcohol or fragrances (perfumes, aftershaves) is €/\$50. All payments under this section are subject to a maximum of €/\$300 for all such items

All claims are based on the value at the date of loss less a deduction for wear, tear and depreciation as follows;

Age of equipment	Proportion of original purchase price
Up to 1 year	85%
Up to 2 years	70%
Up to 3 years	50%
Up to 4 years	25%
Up to 5 years	10%
Over 5 years	Nil

You are not covered for

- a. the first €/\$50 in respect of each claim.
- b. claims arising for theft of cash or valuables.
- c. claims arising for theft which are not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained.
- d. claims from an unattended **Rental Vehicle** between the hours of 8pm and 8am local time.
- e. claims arising from theft of household goods or anything shipped as freight or under a bill of lading.
- f. claims arising from theft of personal possessions from **Your Rental Vehicle** unless taken from a locked boot, glove box or locked and secured roof box and there is evidence of forced entry which is confirmed by a police report.
- g. wear, tear and depreciation of the article(s) (see table above).

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 4 - Key Cover

You are covered up to the amount shown in the benefits schedule, per period of insurance, for the cost of replacing a lost or stolen **Rental Vehicle** key, including replacement locks and locksmith charges.

You are not covered for the cost of replacing locks when only the parts need to be replaced.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 5 - Curtailment of Rental

You are covered up to the amount shown in the benefits schedule if the **Car Rental Agreement** is cancelled or cut short on the advice of a medical practitioner. **You** must be confined to a bed in a hospital, in a hotel or in private accommodation during such time that the vehicle rental was booked and paid for.

You are not covered for any claim:

- a. any claim if **You** are unable to provide a copy of;
 - i. the **car rental agreement**, and
 - ii. a medical certificate from a medical practitioner confirming the nature of the illness, dates of the illness and the dates **You** were confined to bed.
- b. any claim if the **Car Rental Agreement** was for less than 7 days.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 6 - Drop Off Charges

You are covered up to the amount shown in the benefits schedule for any drop off charges **You** incur through the **Car Rental Company** in the event of there being no one on the **Car Rental Agreement** available to return the **Rental Vehicle** to the originally intended car rental station following an accident/illness.

You are not covered for any claim:

- a. if **Your Car Rental Agreement** is a one way rental (where the car is picked-up and dropped-off at a different rental branch).
- b. unless **You** can provide written evidence from a doctor or hospital to confirm the reason for **Your** inability to drive the **Rental Vehicle**.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 7 - Lock Out

Applicable to Deluxe Cover only.

You are covered up to the amount shown in the benefits schedule in the event that **You** are unintentionally locked out of a rented vehicle with the keys inside for the necessary costs incurred to open the car without causing any further damage. The rental company must approve the locksmith prior to a locksmith being called out.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 8 - Misfuelling

Applicable to Deluxe Cover only.

You are covered up to the amount shown in the benefits schedule for costs **You** incur in respect of flushing the engine of the incorrect fuel, additional travel expenses or vehicle recovery if **You** put the wrong type of fuel into the **Rental Vehicle**.

You are not covered for any claim:

- a. any claims for the cost of repair or replacement of any mechanical part or damage to the engine arising from the use of the incorrect fuel.
- b. any costs associated with any missed departure.
- c. any costs from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 9 - Road Rage

Applicable to Deluxe Cover only.

You are covered up to the amount shown in the benefits schedule if as a direct result of an accident that has involved **Your Rental Vehicle**, **You** suffer a physical assault by another person which results in bodily injury.

You are not covered for any claim:

- a. any claim where the physical assault is caused by a relative or a person known to **You**.
- b. any claim for bodily injury which is not supported by medical evidence.
- c. any claim if the incident is not reported to the police within 24 hours of it taking place and a written report obtained.
- d. any claim if **You** or one of **Your** passengers contributed either vocally or physically to the incident, other than the initial accident.
- e. any claim if the incident occurred outside the territorial limits shown on **Your Certificate of Insurance**.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

Section 10 - Car Jacking Cover

Applicable to Deluxe Cover only.

You are covered up to the amount shown in the benefits schedule if as a direct result of the theft or attempted theft of **Your Rental Vehicle**, **You** suffer a physical assault by another person which results in bodily injury.

You are not covered for any claim:

- a. any claim where the physical assault is caused by a relative or a person known to **You**.
- b. any claim for bodily injury which is not supported by medical evidence.
- c. any claim if the incident is not reported to the Police within 24 hours of it taking place and a written report obtained.
- d. any claim if **You** or one of **Your** passengers contributed either vocally or physically to the incident, other than the initial accident.
- e. any claim if the incident occurred outside the territorial limits shown on **Your Certificate of Insurance**.

Please also refer to the general conditions and exclusions that apply to the whole Policy.

General Conditions that apply to the whole policy

1. **You** must take all reasonable precautions to avoid an accident, injury, serious illness or theft.
2. this **Policy** must have been purchased prior to the commencement of a **Car Rental Agreement** for which **You** wish this **Policy** to be operative.
3. the rental period must fall fully within the period of insurance regardless of when the incident occurred.
4. cover, during the period of insurance, will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Car Rental Company** assumes control of the **Rental Vehicle** whether at its business location or elsewhere.
5. this insurance is provided for not more than one **Rental Vehicle** at any one time, which may be driven and operated by **You**.
6. written notice of accidents, proceedings or any other events that may give rise to a claim must be given to **Us** within 31 days of **You** being charged by the **Car Rental Company**.
7. all certificates, information and evidence required by **Us** shall be furnished at the expense of **You** or **Your** legal representatives and shall be in such form and of such nature as **We** may prescribe. **You** shall as often as may reasonably be required submit to a medical examination on

behalf of the insurer at **Your** expense.

8. except with **Our** written consent, **You** or **Your** representative(s) are not entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us**. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.
9. **We** may at **Our** own expense take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity provided under this **Policy** and any amounts recovered shall belong to **Us**. **You** agree to provide all reasonable assistance to **Us** to recover such amounts.
10. any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void, all claims hereunder shall be forfeited and **We** may inform the police of the circumstances.
11. The **Policy** denomination is the same as that that in which the premium was paid.

General Exclusions that apply to the whole policy

In addition to the exclusions listed under each section of cover within this **Policy**, the insurer shall not be responsible for;

1. any claim for a rental in **Your** country of residence if **You** have purchased the Standard level of cover.
2. any costs greater than €/\$50 (or currency equivalent) relating to administration and handling charges raised by the **Car Rental Company** in connection with any loss of or damage to the **Rental Vehicle**.
3. any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
4. Any damage or injury caused to third party property or persons.
5. any claim if **You** have not paid in full the appropriate premium.
6. any claim if **You**;
 - a. do not hold a full and valid and internationally recognised driving licence, or
 - b. the driver at the time is not a named person on the **Car Rental Agreement**.
7. any claim if the **Car Rental Agreement** is for longer than;
 - a. 60 continuous days under an annual **Policy**, or
 - b. 180 continuous days under a daily **Policy**, or
 - c. the period for which cover has been purchased.
8. claims arising directly or indirectly from;
 - a. **Your** suicide or attempted suicide.
 - b. **Your** self inflicted injury or illness.
 - c. **Your** willful exposure to danger (except in an attempt to save human life).
 - d. **You** being under the influence of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction).
 - e. the rental car being used in, or training for, racing competitions, trials, rallies or speed testing.
9. claims directly or indirectly caused by;
 - a. any fraudulent, dishonest or criminal act committed by **You** or any other person **You** are in collusion with.
 - b. driving the **Rental Vehicle** in violation of the terms of the **Car Rental Agreement**.
 - c. persons who are not named on the **Car Rental Agreement**.
 - d. drivers who are aged under 21 years or over 84 years at the time of purchasing this **Policy**.
10. claims relating to;
 - a. the rental of vehicles with a retail purchase price in excess of €/\$50,000, and/or vehicles which are over 20 years old or which have not been manufactured for 10 years or more.
 - b. the rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than 9 people including the driver, motorcycle, moped, motorbike, off-road vehicle or a recreational vehicle, unless shown specifically on the **Certificate of Insurance**.
 - c. automobiles or other vehicles, which are not rental vehicles rented from a licensed **Car Rental Company**.
 - d. losses occurring whilst driving on safaris or adventure trails unless **You** are driving on a public highway at the time of the occurrence.
11. claims from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from;
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
12. loss or damage directly or indirectly occasioned by happening through or in consequence of war, an **act of terrorism**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
13. losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
14. claims, or incidents that may give rise to a claim, not notified directly in writing to **Us** within 31 days of **You** being charged by the **Car Rental Company**.
15. losses occurring from driving whilst not on a public highway, except when travelling to and from accommodation that is only accessible by

unmade road and, in these circumstances, due care and attention must be exercised to minimise risk of any damage to the **Rental Vehicle**.

16. any expenses assumed, waived or paid by the **Car Rental Company** or its own insurers.
17. claims for wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
18. any expenses reimbursed by **Your** employers' insurer.
19. Any claim for cleaning of the vehicle or removal of any waste.
20. Any claims relating to rentals in Armenia, Dominican Republic, Iceland or Jamaica.
21. Any claims settled by **You** in cash.
22. Any diminution of the hire car, as a result of repairs.

How to Make a Claim

Your claim will be handled on the insurer's behalf by **Claim Ez**. The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim.

You will be asked to provide Your policy number and scheme code, so please have this information ready. These can be found on Your Certificate of Insurance

SCHEME CODE - 20423

If You have access to the internet:

Visit **Our** claims website: www.claimEZ.com where **You** will be able to register **Your** claim, enter all the necessary details and upload the documents that will be specified to **You**. Our internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If You do not have access to the internet:

Please call **ClaimEZ** on +44 (0) 203 751 1077 to notify **Us** of **Your** claim. Some initial details will be taken and **You** will then be sent a claim form by post to complete and return to **Us** along with supporting documentation that will be specified to **You**. When calling **Us**, please have **Your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

Please submit **Your** claim details online within 31 days of **You** being charged by the **Car Rental Company**.

The supporting documentation **ClaimEZ** will require to consider **Your** claim is as follows;

- a. a copy of **Your** Certificate of Insurance.
- b. a copy of **Your** Car Rental Agreement.
- c. a copy of the Law Enforcement/Police report if;
 - i. **You** are involved in an accident with a third party, or
 - ii. its required by law in the country where the incident occurs.
 - iii. **Your** claim relates to stolen personal possessions.
- d. a copy of the **Car Rental Company's** accident damage or breakdown report which shows the detail of each of the costs incurred. Photo evidence of the damage, whilst not compulsory, may also assist in ensuring that the amount charged by the **Car Rental Company** is reasonable.
- e. itemised repair invoices/receipts/other documents confirming the breakdown of the amount **You** have paid in respect of accidental damage or loss for which the **Car Rental Company** holds **You** responsible.
- f. a copy of **Your** credit card statement showing payment of the damages claimed.
- g. a copy of the driving licence of the lead named driver and the person involved in the accident (the driver at the time of the accident).
- h. Photographs of any damage, including the vehicle number plate.

Failure to provide this information may result in **Your** claim being delayed. If a claim is made or lawsuit is brought against **You**, **You** should immediately forward every demand, notice, summons or other process received by **You** or **Your** representative, unanswered, to **ClaimEZ**.

Complaints Procedure

Our commitment to You

We believe **You** deserve courteous, fair and prompt service. If there is any occasion when **Our** service does not meet **Your** expectations, please contact **Us** using the appropriate contact details below; providing the **Policy/Claim** Number and the name of the **Lead Named Driver/s** to help **Us** deal with **Your** comments quickly.

If your complaint is about the administration of your policy or the way a policy was sold to you:

If at any time you have any query or complaint regarding the administration of your policy or the way the policy was sold, you should in the first instance refer to:

Write to: Eversure Limited, Bury House, 1-3 Bury Street, Guildford GU2 4AW, United Kingdom

Email: complaints@cover4rentals.com

Online: complaints@cover4rentals.com Via the 'Contact Us' page.

Cover4Rentals, a trading name of Eversure Limited

If your complaint is about the administration of your claim:

Write to: The Customer Experience Manager ClaimEz (SIS), ClaimEz, Saxon House, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE, United Kingdom
Tel: +44 (0) 203 751 1077
Email: customercare@claimez.com

Via either complaints route, **Your** complaint will be acknowledged, in writing, within 5 business days of receipt. A decision on your complaint will be provided to **You**, in writing, within 30 calendar days of the complaint being made. If this is not achievable due to the complaint being complex, **You** will be contacted and advised of the reason for the delay, the circumstances that must be established to handle the case and the expected timescale within which a response will be provided, which will not be more than 60 (sixty) days after the complaint has been received.

If **You** are dissatisfied with the response **You** receive, **You** will also have the right to escalate the matter externally, in line with the process applicable to your country of residence.

1. If you purchased the cover in the UK or the EU:

You may refer Your case to the Financial Ombudsman Service, who can be contacted at: -

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, United Kingdom
Call: +44 (0) 800 023 4567 or +44 (0) 300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

2. If you have purchased your contract online:

and are resident in the UK or EU, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

3. If you purchased your policy outside of the UK or EU:

You may refer your case to the Office of the Ombudsperson for Financial Services. Contact details are as follows:-

Write to: Office of Ombudsperson for Financial Services, 8th Floor, SICOM Tower, Wall Street, Ebene, Mauritius
Call: +230 468 6475
Fax: +230 468 6473
Email: ombudspersonfs@myt.mu

Financial Services Compensation Scheme

Guardrisk Insurance Company Mauritius Ltd PCC authorised and regulated by the FSC in Mauritius (Registration number: C142417/C1/GBL) and is not part of the Financial Services Compensation Scheme (FSCS) in the event of it becoming insolvent.

Data Protection Act

Our Approach to Data Protection & Privacy

The privacy and security of **Your** personal information is very important to **Us**. We want to assure you that **Your** information will be properly managed and protected. The following sections detail:

What data We Receive

We receive personal information about **You**, when **You** are purchasing (or renewing) a product.

Unless otherwise advised, the services **We** provide are as follows:

- This information may include any personal information that **We** collect and may include: personal details such as **Your** name, address, e-mail address, telephone number, date of birth or age, gender, marital status, IP address. Additional information about **Your** lifestyle and insurance requirements, the countries **You** visit and any travel arrangements.
- Information about your other policies, such as claims history, quotes history, payment history, claims data.
- Sensitive personal information such as health information (for example alcohol consumed, recreational drug use, tobacco use, current state of health, existing conditions, family or personal history in relation to some conditions). We will always be clear to explain when and why **We** need this information and the purposes for which we will use it and will obtain your explicit consent to use sensitive personal information. Information about your employment, including salary.
- Personal information about others: We may collect information about other members of **Your** household or family, for example, family members who may be included on **Your** insurance policy or on whose life **You** take out an insurance policy.
- If **You** give **Us** information about another person it is **Your** responsibility to ensure and confirm that: **You** have told the individual who **We** are and how **We** use personal information, as set out in this Privacy Policy; and **You** have permission from the individual to provide that personal information (including any sensitive personal data) to **Us** and for **Us** to process it, as set out in this Privacy Policy

Information collected from third parties

We may use information about **You** from publicly available sources e.g. an Electoral roll. We may also obtain information about **You** from credit reference agencies and similar third parties.

Third Party information

We may obtain information about **You** from medical professionals or **Your** employer. We will always seek **Your** permission to contact these people for **Your** information. We may obtain information about **You** from **Our** third party suppliers and other third party databases, such as commercial property sites, government sites for marketing insights, pricing research, product development, business strategy and to detect and prevent fraudulent activity. Where **We** believe there may be fraudulent activity **We** may share **Your** data with another insurance company, Third Party Administrator, insurance broker, fraud agency, fraud membership organisation or the police. Data is supplied and requested in accordance with the Data Protection Act 2018, Schedule 2, Part 1, Paragraph 2.

How We use the information We Receive

We use the information provided in a number of ways, but only ever to administer **Your** policy to comply with a DPA Section 29 request, to provide **You** with additional important information about Strategic Insurance Services Limited, any changes to products and services that **We** provide. **We never pass Your information to third parties for any marketing purposes.**

Services include:

Administration of quotes and policies, including to:

- improve **Your** experience by reducing the number of questions **We** need to ask **You**
- assess **Your** application for a product, service or quote,
- understand **Your** risk so as to offer **You Our** best price
- verify **Your** identity and carry out anti-fraud checks,
- provide **You** with premium and payment options,
- check that **You** can afford a credit agreement
- administer **Your** policy including updating **You** on and delivering **Our** services.
- handle claims
- deal with complaints
- identify which products may be of interest to **You** and provide **You** with information about those products.
- provide **You** with tailored offers.

Who has access to Your information?

We will not sell or rent **Your** information to third parties. We will not share **Your** information with third parties for marketing purposes. If **You** request a quote, or purchase a product or service, **Your** personal information may be shared with and processed by the underwriter of **Your** contract (and their reinsurers, if appropriate), **Your** appointed introducers/intermediaries, as well as the policy holder (for a corporate policy), including third parties providing services to **Us** (e.g. **Our** 24 hour assistance provider).

Third Party Service Providers working on Our behalf:

We may pass **Your** information to **Our** third party service providers, agents subcontractors and other associated organisations for the purposes of completing tasks and providing services to **You** on **Our** behalf (for example to provide **You** with a 24 hour medical assistance helpline). However, when **We** use third party service providers, **We** disclose only the personal information that is necessary to deliver the service and **We** have a contract in place that requires them to keep **Your** information secure and not to use it for their own direct marketing purposes.

Your information may also be disclosed when, **We** believe in good faith that the disclosure is:

- required by law; or
- to protect the safety of **Our** employees or the public; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud). We may share **Your** information with regulatory bodies in the UK and overseas, including outside the EU, as well as with other insurance companies (directly or via shared databases) to prevent and detect fraud.

Fraud Prevention and Detection

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other insurance provider, organisations and public bodies including the Police;
- undertake credit searches and additional fraud searches;
- check and/or file **Your** details with fraud prevention agencies and databases, and
- if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this to prevent fraud and money laundering.

Data Transfer and Consent

Your information may be transferred by **Us** to any country, including countries outside of the European Economic Area (EEA), for processing, storage, administration or any other use stated in this policy. The purposes and processing associated with any such transfer will comply with all applicable data protection regulations, including the UK Data Protection Act, and with **Our** obligation to adequately protect and secure **Your** personal information. Where required under applicable laws **We** will take measures to ensure that personal information handled in other countries will receive at least the same level of protection as it is given in the EEA. By providing **Your** personal information to **Us** **You** consent to the transfer of **Your** information as described above

Security of Your information

We are committed to protecting the confidentiality and security of the information that **You** provide to **Us** and **We** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure or loss of, **Your** information. **You** should also be aware that communications over the internet, such as e-mails, are not secure unless they have been encrypted. The Websites may contain links to third party websites. These other websites will be subject to their own privacy policies which may differ from this Privacy Policy. **You** should carefully read the privacy policies of these websites before submitting any personal information.

How to find out what information We hold about You and how to amend it or delete it

You have the right to request a copy of all the personal information **We** hold about **You** in a Subject Access Request. Under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018 (DPA) **You** have a number of rights with regard to **Your** personal data.

You have the right to:

- request from **Us** access to and rectification or erasure of **Your** personal data;
- the right to restrict processing;
- object to processing; and
- in certain circumstances the right to data portability.

If **You** have provided consent for the processing of **Your** data **You** have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before **Your** consent was withdrawn. **You** have the right to lodge a complaint to the Information Commissioners' Office if **You** believe that **We** have not complied with the requirements of the GDPR or DPA 18 with regard to **Your** personal data. Further information about **Your** rights and how **You** may exercise them is set out in full in Our Privacy Policy (see below).

Privacy Policy

More details about **Your** rights and how **We** collect, use and disclose **Your** Personal Information can be found in **Our** full Privacy Policy at: <https://www.expatriatehealthcare.com/wp-content/uploads/2020/01/data-protection-statement-0120.pdf> or **You** may request a copy by writing to: Data Protection Team Strategic Insurance Services, Limited Delmon House, 36-38 Church Road, Burgess Hill RH15 9AE United Kingdom or by email at: data@strategicins.co.uk