

# Car Hire Excess Insurance

Policy Wording

Underwritten by **Collinson Insurance** 



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## Introduction

Thank you for choosing **Cover4Rentals**. It's important that you read this wording and **your certificate of Insurance** to make sure that everything **You've** told **Us** is correct and that **You** understand the cover **We** are giving **You. You** must follow the terms and conditions set out in this policy wording.

If there is anything **You** do not understand, please contact **Cover4Rentals** via their website www.cover4rentals.com/contact-us.

## Statement of Demands and Needs

This **Policy** is suitable for any person who rents a vehicle from a **Rental Company** and wishes to protect themselves from the cost of the rental excess and other costs in the event of an **Accident**, **Damage** to or theft of the **Rental Vehicle**.

## Important Information About Your Policy

There is no legal requirement to take out the cover provided by this **Policy**. **You** should check any other insurance policies you already have to ensure that they do not provide the same coverage.

In return for the payment of your premium by credit or debit card, **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the **Period of Insurance**.

#### How can you communicate with Cover4Rentals?

This **Policy** is available exclusively online. All correspondence regarding the **Policy** will be via **Cover4Rentals** website and email but if **You** wish to be contacted by another method, please let **Us** know. All correspondence will be in English.

Should You change Your email address please keep Cover4Rentals informed so We and Cover4Rentals are able to contact You.

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we may ask as part of Your application for cover.
- b) To make sure that all information supplied as part of Your application for cover is true and correct.
- c) Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.



### Lead Drivers & Additional Divers

## What is the difference between a Lead Driver and an Additional Driver?

A **Lead Driver** is the person who takes out the **Rental Agreement** with the **Rental Company**. This means that in the event of damage to the **Rental Vehicle** they will be responsible for paying the cost of any damage. **Lead Drivers** must be named on this **Policy**. The person who buys the **Policy** (the policyholder) will automatically be listed as a **Lead Driver**. By choosing family cover the policyholder can add **Family Members** as **Lead Drivers**.

Most **Rental Companies** allow you to add **Additional Drivers** to the **Rental Agreement** in addition to the **Lead Driver**. There is no requirement for these **Additional Drivers** to be named on this **Policy** for them to be covered when driving the **Rental Vehicle**.

#### Who can be a Lead Driver?

- The person who buys the Policy (the policyholder) will always be a Lead Driver
- All **Lead Drivers** must meet the following eligibility criteria:
  - o Aged 25-84 (inclusive) at the start of the Period of Insurance
  - Resident of the United Kingdom

#### Who can be an Additional Driver?

- Additional Drivers must:
  - o Be named on the **Rental Agreement**
  - o Be aged 25-84 years (inclusive) at the start of the Rental Agreement.
  - o Be a resident of the United Kingdom, the European Union, an EEA nation, or Switzerland.

#### Additional Requirements for all Lead Drivers and Additional Drivers

- Lead Drivers and Additional Drivers must:
  - Hold a current valid driving licence issued in the United Kingdom, the European Union, by an EEA nation or by one of the following countries: Australia, Canada, New Zealand, Switzerland, or the United States of America.
  - o Not be driving against the advice of a medical practitioner.

## Regulatory Information

#### Who is the insurer?

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

#### Who distributes the insurance and handles claims, complaints, and customer service?

**Cover4Rentals** is a trading name of Eversure Limited, Bury House, 1 Bury Street, Guildford, Surrey GU2 4AW. Registered in England and Wales no. 6751893. Eversure Limited are authorised and regulated by the Financial Conduct Authority.



## Making Changes to Your Policy

To make changes to **Your** policy, contact **Cover4Rentals**:

Go to www.cover4rentals.com/contact-us

**Cover4Rentals** will tell **you** if your policy terms or price will change before confirming the change. Check **Cover4Rentals'** Terms of Business for any fees that may apply.

## Making a Claim

To make a claim please visit <a href="www.cover4rentals.com/claims">www.cover4rentals.com/claims</a> and complete the online claim notification.

Before making a claim, please ensure you have the following information and documents to hand and ready to upload:

- Your **Policy** number (shown on the **Certificate of Insurance**).
- The Rental Agreement.
- Documentation from the **Rental Company** showing the charges **You** would like to reclaim.
- A copy of the bank or card statement showing payment to the **Rental Company** for the charges **You** are reclaiming.
- A copy of the **Lead Driver's** driving licence.
- A copy of the Additional Driver's driving licence, if they were driving at the time of the incident.

In some cases we may need to request further documentation from you. If this is the case we will contact you. Upon receipt of all required documentation we will settle all eligible claims within 30 days.

### Important Information

For claims under Section 2 – Collision Damage Waiver, where the claim is in excess of GBP5,000 (or the local currency equivalent) please notify **Us** of the potential claim prior to making any payment to the **Rental Company**.



## **Definitions**

When any of the following words and phrases appear in **Your Policy** documents or the **Certificate of Insurance**, they will have the same meaning wherever they appear and are highlighted using **bold** print.

- Accident An unintentional sudden, unexpected event involving the Rental Vehicle.
- Additional Driver A person listed on the Rental Agreement in addition to the Lead Driver. An Additional Driver
  cannot hire a Rental Vehicle independently from the Lead Driver but can drive the Rental Vehicle without being
  accompanied by the Lead Driver.
- Auto Glass Any glass that forms part of the Rental Vehicle and includes windscreens, windows, internal/external
  lights, and sunroof.
- Car Club A Rental Company that provides their own fleet of vehicles for hire on a short term, on-demand basis. This does not include companies that facilitate peer-to-peer sharing and renting of vehicles.
- Certificate of Insurance The document that shows: Your name, the Lead Driver(s), the Period of Insurance, the covers and sections that are insured under Your Policy (including the limits of indemnity or sum insured), and the premium You must pay.
- Cover4Rentals A trading name of Eversure Limited.
- Damage Physical damage to the Rental Vehicle caused by fire, vandalism, Accident, or attempted theft.
- **Europe** –Andorra, Austria, Belgium, Bulgaria, The Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Corsica), Germany, Gibraltar, Greece, Hungary, Isle of Man, Italy (including Sardinia and Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (including Maderia), Republic of Ireland, Romania, San Marino, Slovak Republic, Slovenia, Spain (including the Balearic and Canary Islands), Sweden, Switzerland and the **United Kingdom**.
- Family Member Your mother, father, brother, sister, daughter, son, husband, wife, partner (including common law and civil partnerships and cohabiting couples), step-parent, step-child, step-sister or step-brother who must be permanently resident with You at the same address.
- Lead Driver You (and a Family Member if Family cover is purchased as an optional add on) named on Your Certificate of Insurance and as the hirer on the Rental Agreement.
- Loss of Use Time during which the Rental Vehicle is not available to hire due to Damage caused in relation to a Rental Agreement.
- Period of Insurance The commencement and expiration dates of Your Policy as stated on Your Certificate of
  Insurance. Where you renew your annual cover, this includes any subsequent Periods of Insurance where a Rental
  Agreement spans multiple Policy years.
- **Personal Possessions** Luggage, clothing, personal effects and other articles normally worn, used, or carried during any trip(s). This does not include money, passports, mobile phones, tablets, navigation devices and laptops.
- Policy This document and Your Certificate of Insurance which together detail Your insurance cover.
- Public Highway Any road made or unmade that is intended for use by the general public.
- Rental Agreement the contract paid for and signed by a Lead Driver for the hire of the Rental Vehicle.
- **Rental Company** a company licensed by the regulatory authority of the country, state, or local authority in the territory in which it is situated to provide vehicles for hire.
- Rental Vehicle A car (including 4x4's intended for use on-road) hired by a Lead Driver under a Rental Agreement from a Rental Company or Car Club. This does NOT include:
  - Vehicles with more than 7 seats.
  - o Vehicles with a retail purchase value of GBP/EUR/USD 65,000 or more (or the equivalent in local currency).
  - Vehicles that are over 10 years old.
  - Vans, pickups (including pickups with a fitted hard top canopy), minibuses, motorhomes, campervans, or motorcycles.
- United Kingdom England, Scotland, Wales, Northern Ireland, The Channel Islands, The Isle of Man and Gibraltar.
- We/Us/Our Collinson Insurance.
- Worldwide Any country not otherwise excluded.
- You/Your The person named as the policyholder on the Certificate of Insurance.



## Car Hire Excess Insurance

The following sections provide different types of protection when renting a vehicle. The sections only apply to **Your Policy** if shown as insured on **Your Certificate of Insurance** based on the cover (Silver or Gold) and options selected (see Annex 1).

#### Section 1 – Excess Reimbursement

✓ Included in Gold & Silver Cover

**Important Note: You** must ensure the **Rental Company's** basic Collision Damage Waiver (CDW) cover is included in the **Rental Agreement**. Whilst the **Rental Company's** CDW covers basic body damage, it usually has a high excess that **You** must pay if the **Rental Vehicle** is returned with damage. The basic CDW cover may also exclude certain types of damage such as tyres and windscreens.

This section provides cover to enable You to reclaim the excess charged by the Rental Company.

#### **Cover provided:**

#### Excess:

If the **Rental Vehicle** is involved in an **Accident**, suffers **Damage** or is stolen and the **Lead Driver** is held responsible under the terms of the **Rental Agreement**, **We** will give **You** back:

- The part of rental excess charged to **You** by the **Rental Company.**
- Charges for Loss of Use from the Rental Company.
- Towing costs from the Rental Company in connection with the incident.
- Administration Charges from the **Rental Company** in connection with the incident.

#### Ancillary charges:

In the event of minor **Damage** (for example a tyre replacement) where **You** have paid the repairer directly, **We** will pay you back as long as:

- The cost of the repair was GBP250 (or local currency equivalent) or less.
- You get an invoice/receipt for the repair clearly showing the details of the Rental Vehicle and the repair undertaken.

Damages not covered under the CDW:

This section includes **Damage** to the following parts of the **Rental Vehicle** (which may be excluded from the **Rental Company's** standard Collision Damage Waiver cover):

- Auto Glass.
- Interior (only if shown as included on Your Certificate of Insurance).
- Roof.
- Tyres & wheels.
- Underbody.

### **Exclusions:**

#### We will not pay for:

- 1 Any claim where the Rental Agreement doesn't include basic Collision Damage Waiver cover.
- 2 Any claim where You are unable to give us a repair invoice, repair estimate, damage matrix or similar document from the Rental Company (or the repairer for minor Damage) showing the cost of repairs to the Rental Vehicle and the rental excess being charged to You.
- 3 Any claim for a Rental Vehicle hired from a Car Club (unless shown as insured on Your Certificate of Insurance).
- 4 Any claim for Damage caused by Volcanic Ash (unless shown as insured on Your Certificate of Insurance).
- 5 Any claim for theft, attempted theft or vandalism not reported to the police (or equivalent authority) and an official report obtained.
- Any claim for an **Accident** not reported to the police (or equivalent authority), where required by local law, and an official report obtained.
- 7 Any claim where a third party is responsible, and You have (or will have) costs charged to You by the Rental Company in relation to the incident reimbursed.
- 8 Any claim for Loss of Use where the daily rate is more than the rate shown on your Rental Agreement.
- 9 Any claim for costs for the cleaning of the **Rental Vehicle**.
- Any claim for loss of parts or components of the Rental Vehicle other than as a result of an Accident, theft, attempted theft, or vandalism.
- 11 Any claims for loss of contents of the **Rental Vehicle** belonging to the **Rental Company**.

The most **We** will pay under this section for any one claim will not be more than the amount shown on the Certificate of Insurance which may also have individual limits for Loss of Use, Towing Costs and Administration Charges.



### Section 2 – Collision Damage Waiver

Available only as an optional add-on under Gold cover, if selected and additional premium paid.

**Important Note:** In some cases the **Rental Company** may not include Collision Damage Waiver (CDW) cover in the **Rental Agreement**. This means **You** are responsible up to the replacement cost if the **Rental Vehicle** is returned with damage or is stolen.

This section provides cover to enable **You** to reclaim charges from the **Rental Company** in the event of **Damage** or theft of the **Rental Vehicle**.

#### **Cover provided: Exclusions:** If the Rental Vehicle is involved in an Accident, We will not pay for: Any claim where **You** are unable to give us a repair suffers **Damage** or is stolen and the **Lead Driver** is held responsible under the terms of the Rental invoice, repair estimate, damage matrix or similar Agreement, We will give You back: document from the Rental Company (or the repairer for minor **Damage**) showing the cost of Charges from the **Rental Company directly** repairs to the **Rental Vehicle** and the rental excess related to **Damage** or theft of the **Rental** being charged to You. Vehicle. Any claim for a Rental Vehicle hired from a Car Club Charges for Loss of Use from the Rental (unless shown as insured on Your Certificate of Company. Insurance). Towing costs from the Rental Company in 3 Any claim for **Damage** caused by **Volcanic Ash** connection with the incident. (unless shown as insured on Your Certificate of Administration Charges from the **Rental Company** in connection with the incident. 4 Any claim for theft, attempted theft or vandalism not reported to the police (or equivalent authority) In the event of minor **Damage** (for example a tyre and an official report obtained. replacement) where **You** have paid the repairer Any claim for an **Accident** not reported to the police directly, We will pay You back as long as: (or equivalent authority), where required by local The cost of the repair was GBP250 (or local law, and an official report obtained. currency equivalent) or less. 6 Any claim where a third party is responsible, and **You** get an invoice/receipt for the repair clearly You have (or will have) costs charged to You by the showing the details of the Rental Vehicle and Rental Company in relation to the incident the repair undertaken. reimbursed. 7 Any claim for **Loss of Use** where the daily rate is more than the rate shown on your **Rental** Agreement. 8 Any claim for costs for the cleaning of the **Rental** Vehicle. Any claim for loss of parts or components of the Rental Vehicle other than as a result of an Accident, theft, attempted theft, or vandalism. 10 Any claims for loss of contents of the **Rental Vehicle** belonging to the **Rental Company**.

The most We will pay under this section for any one claim will not be more than the amount shown on the Certificate of Insurance which may also have individual limits for Loss of Use, Towing Costs and Administration Charges.



## Section 3 – Misfuelling

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:
If the <b>Lead Driver</b> or any <b>Additional Drivers</b> put the	We will not pay for:
wrong type of fuel into the <b>Rental Vehicle</b> , <b>We</b> will	1 Any claim for the cost of the incorrect or
give you back the costs of draining the incorrect fuel.	replacement fuel.
We will also give you back the towing costs for	2 Any claim for <b>Damage</b> to the engine or other
transporting the <b>Rental Vehicle</b> to a location where	components of the <b>Rental Vehicle</b> .
the fuel can be drained.	

The most We will pay under this section for any one claim will not be more than the amounts shown on the Certificate of Insurance.

## Section 4 – Lock Out & Key Cover

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:
Lock Out Cover  If the Lead Driver or Additional Driver are locked out of the Rental Vehicle, We will give you back the cost of getting access to the Rental Vehicle.  Key Cover  If the keys to the Rental Vehicle are lost or stolen, the Lead Driver must notify the Rental Company as soon as possible. We will give You back the cost of replacing the keys and if necessary, the locks of the Rental Vehicle.	<ul> <li>We will not pay for:         <ol> <li>Any claim for damage to the Rental Vehicle caused whilst gaining (or attempting to gain) access in the event of a lock out.</li> <li>Any claim where the Lead Driver or any Additional Drivers do not tell the Rental Company as soon as practically possible that the keys to the Rental Vehicle have been lost or stolen.</li> </ol> </li> <li>Any claim where the keys to the Rental Vehicle are not returned as per the Rental Company's instructions at the end of the Rental Agreement. For example the Rental Company may have a secure key box for returning keys out of hours.</li> <li>Any claim where permission from the Rental Company has not been obtained before contacting a locksmith.</li> </ul>

The most We will pay under this section for any one claim will not be more than the amounts shown on the Certificate of Insurance.



## Section 5 – Curtailment of Rental

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds and no Additional Driver is available resulting in the cancelling of the Rental Agreement, We will give you back the unused part of the Rental Agreement up to the amounts shown on the Certificate of Insurance.	We will not pay for:  1 Any claim where You can't provide evidence from a medical practitioner that the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds.

# Section 6 – Drop Off Charges

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds and no Additional Driver is available, We will give you back the costs for recovering the Rental Vehicle to the Rental Company up to the amount shown on the Certificate of Insurance.	<ul> <li>We will not pay for:</li> <li>Any claim where You can't provide evidence from a medical practitioner that the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds.</li> <li>Any claim for charges already incurred due to the Rental Agreement specifying different pick up and drop off locations.</li> </ul>

## Section 7 – Personal Possessions

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:
If Personal Possessions belonging to You or a Family Member are stolen either following forcible or violent entry to the Rental Vehicle or theft of the Rental Vehicle, We will pay up to the amounts shown on Your Certificate of Insurance for the cost of replacing the items.	<ol> <li>We will not pay for:         <ol> <li>Any claim not in conjunction with a valid claim for Damage to or theft of the Rental Vehicle for the same incident.</li> <li>Any claim where Personal Possessions were not placed out of sight in a luggage compartment of the Rental Vehicle.</li> <li>Any claim for theft of money (in any form), payment cards, tickets (of any sort), documents (of any type) and passports.</li> <li>Any claim for theft of mobile phones, tablets, navigation devices and laptops.</li> </ol> </li> <li>Any claim where You have a travel insurance policy that provides cover for theft of Personal Possessions.</li> </ol>



## Section 8 – Road Rage & Car Jacking

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:
If the <b>Lead Driver</b> suffers bodily injury as a result of a physical assault following an <b>Accident</b> involving the <b>Rental Vehicle</b> or during the theft or attempted theft of the <b>Rental Vehicle</b> , <b>We</b> will pay <b>You</b> a benefit of the amount shown on the <b>Certificate of Insurance</b> .	<ol> <li>We will not pay for:         <ol> <li>Any claim where You can't provide evidence from a medical practitioner of the Lead Drivers bodily injuries.</li> <li>Any claim where the incident has not been reported to the police (or equivalent authority) and an official report obtained.</li> <li>Any claim where the physical assault on the Lead Driver is carried out by an Additional Driver, Family Member or other person known to the Lead Driver.</li> </ol> </li> <li>Any claim where the physical assault is provoked or contributed to by the Lead Drivers actions (or those of a passenger in the Rental Vehicle).</li> </ol>

## Section 9 – Personal Accident Cover

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:	
We will pay You a benefit if the Lead Driver is involved in an Accident whilst driving the Rental Vehicle which results in death, loss of limb, loss of sight or Permanent Total Disablement.  We will consider payment for Permanent Total	<ul> <li>We will not pay for:</li> <li>Any claim arising from suicide, attempted suicide, or intentional self-injury.</li> <li>Any claim where the driver of the Rental Vehicle is convicted of an alcohol, drugs related, or any other offence in connection with the Accident.</li> </ul>	
Disablement if we are satisfied that the disability will continue for 12 months from the date of the Accident and in all probability will continue for the reminder of the <b>Lead Drivers</b> life.	<ul> <li>Any claim where the Lead Driver was not wearing a seatbelt at the time of the Accident.</li> <li>Any claim where death, loss of limb or sight, Permanent Total Disablement does not occur within 180 days of the Accident.</li> </ul>	
The amount <b>We</b> will pay is shown on your <b>Certificate</b> of Insurance.	5 Any claim where <b>You</b> cannot prove to <b>Us</b> that the Permanent Total Disablement will continue for 12 months from the date of the <b>Accident</b> and in all probability will continue for the remainder of the <b>Lead Drivers</b> life.	
	6 Any <b>Accident</b> not involving the <b>Rental Vehicle</b> .	

The most We will pay under this Cover in any one Period of Insurance will not be more than the Sum Insured shown on the Certificate of Insurance for Personal Accident Cover.



### Section 10 – Family Cover

Available as an optional add-on under Silver and Gold cover, if selected and additional premium paid.

This section allows **You** to list **Family Members** on the **Policy** as **Lead Drivers**. This means the **Family Member** will be able to benefit from the cover provided by this **Policy** when taking out a **Rental Agreement** in their name.

**Family Members** must be permanently resident with **You** at the same address and meet the 'Driver Eligibility' criteria listed under 'General Conditions and Exclusions Applying to Car Hire Excess Insurance'.

### Conditions and Exclusions applying to Car Hire Excess Insurance

This section provides details of the key conditions and exclusions that apply to Your cover. It is important that you read and understand these to ensure that the cover suits your needs. Details of more general policy provisions and exclusions are included later in this document.

## **Conditions:**

#### 1 Driver Eligibility

#### **Lead Drivers** and **Additional Drivers** must:

- a. Be aged 25-84 years (inclusive) at the start of the Period of Insurance (or the start of the Rental Agreement for Additional Drivers).
- b. Be a resident of the **United Kingdom**, the European Union, an EEA nation, or Switzerland.
- c. Hold a current valid driving licence issued in the **United Kingdom**, the European Union, by an EEA nation or by one of the following countries: Australia, Canada, New Zealand, Switzerland, or the United States of America.
- Not be driving against the advice of a medical practitioner.

#### 2 Geographic Limits

Cover is provided for **Rental Vehicles** hired in and used only within the geographical limit shown on **Your Certificate of Insurance**.

- 3 Policy Duration
  - Single Trip One or more consecutive Rental Agreements within the Period of Insurance.
  - Annual Cover Unlimited Rental Agreements
    within the Period of Insurance with each
    individual Rental Agreement not longer than
    the maximum rental period shown on Your
    Certificate of Insurance.
- 4 Concurrent Rentals

Each **Lead Driver** may only have one active **Rental Agreement** at any given time.

### **Exclusions:**

#### We will not pay for:

- 1 Any claim in relation to a **Rental Vehicle** hired in **Your** country of residence (unless shown as insured on **Your Certificate of Insurance**).
- 2 Any claim where the Lead Driver on the Rental Agreement is not listed as insured on Your Certificate of Insurance.
- 3 Any claim where the driver of the Rental Vehicle is not listed as the Lead Driver or Additional Driver on the Rental Agreement.
- 4 Any claim where the **Period of Insurance** does not cover the whole period of the **Rental Agreement**.
- 5 Any claim related to a Rental Vehicle used for a purpose other than the permitted use shown on Your Certificate of Insurance. Where business use is excluded, this means use of the Rental Vehicle in connection with any occupation, trade or profession.
- 6 Any claim where the terms of the **Rental Agreement** have not been followed.
- 7 Any claim where the **Rental Vehicle** was hired from Green Motion.
- 8 Any claim for the mechanical or electrical failure of the **Rental Vehicle**.
- 9 Any claim resulting from the use of the Rental Vehicle anywhere other than a Public Highway.
- Any claim for travel to or through Afghanistan, Armenia, Belarus, Côte d'Ivoire, Crimea, Cuba, Democratic Republic of Congo, Dominican Republic, Iceland, Iran, Iraq, Israel, Jamaica, Liberia, North Korea, Myanmar, Republic of the Congo, Russia, Sudan, Syria, Venezuela, Ukraine, and Zimbabwe.
- 11 Any claim for travel to a country or region where the government in **Your** country of residence has advised against all travel, or all but essential travel.



## **General Policy Provisions**

These conditions apply to the whole of **Your Policy** unless otherwise stated. Other conditions may apply to individual Covers or Sections of Cover. Please refer to the Cover wordings for details.

## Law Applicable to Your Policy

This **Policy** is subject to the laws of England and Wales unless **We** agree otherwise.

Only **You** and **We** may enforce the terms of this **Policy.** No other person shall be able to. If **You** or **We** elect not to enforce any right under this **Policy**, this shall not affect **Your** or **Our** ability to rely on any other rights which may arise in future. If any part of this **Policy** is held to be legally not valid, this shall not affect the validity of any other parts of the **Policy**.

## Cancelling Your Policy

If **You** wish to cancel **Your Policy** for any reason, **You** must notify **Cover4Rentals** via their website <a href="https://www.cover4rentals.com/contact-us">www.cover4rentals.com/contact-us</a>. **You** will need to confirm **Your** policy number, personal details and when **You** would like cancellation to be effective from.

#### Annual Policies and Single Trip Policies of 31 days or more:

You have the right to cancel Your Policy of insurance within 14 days of either the receipt of Your Policy documentation, or the start date of Your Policy, whichever is the later. Provided no claim has been made and there has been no incident known to You prior to cancellation which may give rise to a claim, We will refund to You any premium You have paid.

You may cancel the insurance cover after 14 days, however We will not return any premium.

#### Single Trip Policies of 30 days or less:

You do not have any statutory cancellation rights, however, if You request to cancel prior to the start of the Period of Insurance, We will refund to You any premium You have paid. Once the Period of Insurance has commenced, We will not return any premium.

### Important Note About Cancelling Your Policy

Please refer to **Cover4Rentals'** Terms of Business for details of any other fees that may be payable in the event of cancellation.



## General Policy Provisions (continued)

### Our Right to Cancel

**We** do not have to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice where there is a valid reason for doing so. A cancellation notice will be sent to **you** by email using the contact details provided by **you** when purchasing the **Policy**.

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.
- f) You do not or are not willing to co-operate in the event of a claim.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. If **we** cancel the policy, you will receive a pro-rata return of premium for the number of complete unexpired months remaining of your policy. **You** will not be entitled to a pro-rata refund if the reason for cancellation is fraud, failure to co-operate and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

### Renewal of Your Policy (Annual Cover Only)

Where possible **We** will renew **Your Policy** automatically to avoid any unintended break in **Your Policy** cover. **Cover4Rentals** will write to **You** at least 10 working days before **Your Policy** is due to expire to provide **You** with details of the new premium and any changes to the **Policy** terms and conditions.

If **You** are still eligible and happy with the renewal information, **You** do not need to contact **Us** further. Payment will be taken from the credit or debit card **Cover4Rentals** hold on file up to 7 days before **Your** renewal date.

If You do not want Us to automatically renew Your Policy, You need to tell Us this by contacting Cover4Rentals.

Once payment has been taken **You** can still cancel the policy and obtain a full refund, provided **You** contact **Cover4Rentals** within 14 days of the date **Your Policy** renewed and **You** have not made or are intending to make a claim under the renewed **Policy**.

If **Cover4Rentals** does not receive **your** renewal premium by the expiry date, **Your** cover will automatically end on the expiry date shown on the **Certificate of Insurance**.



## General Policy Provisions (continued)

#### Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- a) Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, your renewal, or any adjustment to **your** policy.
- b) Fails to reveal or hides a fact likely to influence the cover **we** provide.
- c) Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- d) Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- e) Makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way.
- f) Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this **policy** or return any premium to **you**, and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

### Insurance Under More than One Policy

If **You** have any other insurance policies that provide the same cover as this **Policy**, **We** will only pay **Our** share of any claim.

## Subrogation

Before or after any payment is made by **Us**, **We** can take legal action in **Your** name but for **Our** benefit to get back any payment **We** have made under **Your Policy**. **You** are not authorised to admit liability for any eventuality or give a promise of undertaking to anyone which binds **You** or **Us**.



## **General Policy Exclusions**

These exclusions apply to the whole of **Your Policy** unless otherwise stated. Additional exclusions apply to individual Covers or Sections within such Cover. Please refer to the Cover wordings for details.

### Interest & Currency Conversion Fees

We will not pay for any interest or currency conversion fees You incur in connection with the Rental Vehicle.

In the case of expenses incurred in countries which have not adopted the British Pound as their currency, the reimbursement will be calculated at the exchange rate noted by the Bank of England relating to the day on which **You** incurred the expenses.

### Unacceptable Vehicle Uses

We will not pay for any claim related to a Rental Vehicle used for:

- 1 The motor trade.
- 2 Dispatch, courier, food delivery, taxi, hire and reward or messenger services.
- 3 Off-road leisure events.
- 4 Racing, trials, pace-making or being in any contest, reliability or speed trial and
- 5 Driving on any racetrack or circuit, or derestricted toll road including the Nürburgring.

#### Deliberate or Criminal Acts

We will not pay for any claim resulting from a criminal, deliberate or wilful act by a **Lead Driver** or **Additional Driver** or acts committed whilst a **Lead Driver** or **Additional Driver** are in a state of insanity.

#### **Indirect Loss**

**We** will not pay for an indirect loss of any kind (that is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following:

- a Loss of revenue.
- b Loss of earnings.
- c Additional travel costs.
- d The cost of preparing a claim.
- e Compensation for stress or inconvenience.

#### **Terrorism**

We will not pay any claim directly or indirectly caused by, contributed to by or arising from:

- a Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to Terrorism

## War

**We** will not pay for any claim directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

### Sanctions

**We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

#### Government or Public Authorities

**We** will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.



## Making a Complaint

We and Cover4Rentals believe You deserve courteous, fair, and prompt service. If there is any occasion when the service does not meet Your expectations, please contact Cover4Rentals:

Online: <a href="mailto:www.cover4rentals.com/contact-us">www.cover4rentals.com/contact-us</a>
<a href="mailto:Emailto

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

If **Your** complaint relates to a claim **Cover4Rentals** will forward **Your** complaint to the claim handler appointed by **Us** to handle claims under the section of cover your complaint relates to. **Cover4Rentals** will notify you that this has happened and who will be handling **Your** complaint.

**We** will respond to **your** complaint within four weeks of receiving it. **Our** response will be our final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service Exchange Tower 1 Harbour Exchange Square, London E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop you from taking legal action.

## Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if We cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.



## **Data Processing Notices**

### Cover4Rentals' Data Processing Notice

**Cover4Rentals** will process any personal information they obtain in the course of providing services to **You** in accordance with the General Data Protection Regulation 2016 (GDPR).

In administering **Your** insurances and where applicable arranging premium finance it will be necessary for **Cover4Rentals** to pass such information to insurers and other relevant product or service providers which may also provide them with business and compliance support. **Cover4Rentals** may also disclose details to relevant parties, as necessary, to comply with

regulatory or legal requirements. **Cover4Rentals** will not otherwise use or disclose the personal information they hold without **Your** consent. **You** can view their full legal bases for processing **Your** data by visiting: <a href="https://cover4rentals.com/app/assets/documents/C4R/Cover4Rentals-PrivacyPolicy.pdf">https://cover4rentals.com/app/assets/documents/C4R/Cover4Rentals-PrivacyPolicy.pdf</a>

Some of the details **You** may be asked to give **Cover4Rentals**, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. Such information is necessary for **Cover4Rentals** to perform their contract with **You**, and **You** signify **Your** consent to its being processed by **Cover4Rentals** in arranging and administering **Your** insurances. Subject to certain exceptions, **You** will be entitled to have access to **Your** personal and sensitive personal data free of charge. However, **Eversure** reserve the right to charge an administration fee for providing this service, but only where requests are manifestly unfounded or excessive, including repetitive requests or requests for multiple copies.

If at any time **You** wish **Cover4Rentals**, or any company associated with **Cover4Rentals**, to cease processing any of the personal data or sensitive personal data they hold about **You**, or to cease contacting **You** about products and services, please contact **Cover4Rentals** using the details provided in the 'Making Changes to Your Policy' section of this document.

### Collinson Insurance Data Processing Notice

#### How we use the information about you

As **your** insurer and a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your Policy** is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet Our contractual obligations to You.
- Issue You this insurance Policy.
- Deal with any claims or requests for assistance that **You** may have.
- Service Your Policy (including claims and Policy administration, payments, and other transactions); and, detect, investigate, and prevent activities which may be illegal or could result in Your Policy being cancelled or treated as if it never existed.
- Protect Our legitimate interests.

Some of the personal information that **You** provide may be sensitive information. This includes details about **Your** health or medical records. Where **We** need **Your** consent to collect and process **Your** sensitive information, this will be obtained from **You** at the relevant time. Please note that, in these cases, **We** may not be able to sell **You** an insurance **Policy** or deal with a claim if **You** do not agree to **Us** processing relevant sensitive information.

In order to administer **Your Policy** and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure. **We** will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.



The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and <a href="https://www.insurancefraudbureau.org/privacy-policy">www.insurancefraudbureau.org/privacy-policy</a>

#### **Processing your data**

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that You have with Us.
- Is in the public or Your vital interest. or
- For Our legitimate business interests.

If We are not able to rely on the above, We will ask for Your consent to process Your data.

#### How we store and protect your information

All personal information collected by **Us** is stored on secure servers which are either in the **United Kingdom** or European Union. **We** will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in Our offices to protect the information that You have given Us.

#### How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

**We** want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk



# Annex 1 – Cover Level Benefit Summary

Policy Section	Silver Cover	Gold Cover
Section 1: Excess Reimbursement	£10,000	£10,000
Damage to Roof & Undercarriage	Covered	Covered
Damage to Tyres and Wheels	Covered	Covered
Damage to Interior of Vehicle	Not Covered	Covered
Administration Fees	£200	£500
Towing Charges	£500	£1,000
Section 2: Collision Damage Waiver	Not Available	Optional*
Section 3: Misfuelling	£500	£1,000
Section 4: Lock Out & Key Cover	Covered	Covered
Lock Out	£500	£750
Key Cover	£500	£750
Section 5: Curtailment of Rental	Not Covered	£30 per day up to £300 in
		total
Section 6: Drop Off Charges	Not Covered	£300
Section 7: Personal Possessions	£250	£500
Section 8: Road Rage & Car Jacking	Not Covered	£1,000
Section 9: Personal Accident	Not Covered	£10,000
Section 10: Family Cover	Optional*	Optional*
All Policy Sections		
Rentals in Your Country of Residence	Not Covered	Covered
Rentals from Car Clubs	Not Covered	Covered
Permitted Use	Leisure Use Only	Leisure & Business Use
Volcanic Ash Cover	Not Covered	Covered

<sup>\*</sup>Subject to cover being chosen and additional premium paid.