

## Policy Wording

### Eversure Car Hire Excess Reimbursement Insurance Important Notes

This **Policy** is issued and arranged by **Eversure** and is underwritten by **Us**.

This Insurance is designed for any person eligible to purchase this insurance hiring a car from a licensed **Car Rental Company** or **Car Club** and where they have a financial liability under the terms and conditions of the **Car Rental Agreement**.

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. If upon reading this **Policy** **You** find it does not meet all of **Your** requirements, please refer to 'Your Right to Cancel' under the 'Cancellation and Cooling Off 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**.

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

### Contacting Eversure

If **You** have any questions or if **You** would like more information, please contact **Eversure** on **01483 347333** (available Monday to Friday 0900 to 1730 excluding public holidays) or by visiting their website [www.Eversure.com](http://www.Eversure.com).

### Policy Format

Upon request **Eversure** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Key Facts document. Please contact **Eversure** who will be pleased to supply an alternative for **You**.

### Data Protection Act

Any information provided to **Us** regarding **Your Policy** will be processed by **Us**, in compliance with the provisions of the Data Protection Acts of 1998, for the purpose of providing insurance and handling of claims or complaints, if any. This may necessitate providing such information to third parties.

### Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

### Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be English.

### Regulatory Information

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)  
Registered office: 20 Gracechurch Street, London, EC3V 0BG  
Registered in England – Company Number 5328622

Eversure 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  
Registered in England – Company Number 6751893

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768

SEVERAL LIABILITY NOTICE: LSW 1001 (Insurance).

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take 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:

- (i) 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;
- (ii) 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;
- (iii) 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.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future **Claim** in accordance with (ii) and/or (iii), in which case **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**.

## Cancellation and Cooling Off Period

### (a) Applicable to Single Trip Policies of up to and including 30 days duration

#### (i) Statutory Cancellation Rights – Cooling-Off Period

There are no statutory cancellation rights under this **Policy**, as all periods of cover will have ended within a period of thirty (30) days from the date of commencement.

#### (ii) Your Right to Cancel

**You** are entitled to cancel this **Policy** by notifying **Us** through **Eversure's** website, helpline or registered address. There will be no refund of premium.

### (b) Applicable to Single Trip Policies of over 30 days duration and Annual Policies

#### (i) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this **Policy** by notifying **Us** through **Eversure's** website, helpline or registered address within fourteen (14) days of either:

- (1) the date **You** receive this **Policy**; or
- (2) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full premium is due.

#### (ii) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this **Policy** after the cooling-off period by notifying **Us** through **Eversure's** website, helpline or registered address. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full premium is due.

### (c) Our Right to Cancel

**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full premium is due.

## Changes and Renewals

**You** must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

To request a change to **Your Policy**, contact **Eversure** through their website, helpline or registered address.

### Annual Policy Automatic Renewal:

If **You** have an annual **Policy**, **Your Policy** will automatically renew at the expiry of **Your Period of Insurance**, upon receipt of **Your** renewal premium, unless **You** inform **Us** otherwise. **You** may stop **Your** automatic renewal at any time by contacting **Eversure** prior to the expiry date on **Your Certificate of Insurance**.

If **We** do not receive **Your** renewal premium within 14 days of the expiry date on **Your Certificate of Insurance**, **Your** cover under the terms of this **Policy** will automatically cease at the expiry date on **Your Certificate of Insurance**.

**Eversure** will send **You** a renewal notice prior to the expiry of the **Period of Insurance** as shown on **Your Certificate of Insurance**. The terms of **Your** insurance cover and the premium rates may be varied by **Us** at the renewal date. **We** will give **You** at least 25 days written notice before the renewal date should this happen.

## Who is eligible to purchase our insurance?

Any person who:

- is aged between 21 and 84 years (inclusive).
- holds a valid and internationally recognised driving licence.
- is eligible to hire and drive the **Rental Vehicle** and able to adhere to the terms of the **Car Rental Agreement**.
- is not subject to a current driving ban.
- is not driving against the advice of a medical practitioner.
- is a permanent resident in the **United Kingdom** (as determined by the guidelines laid out in the government Statutory Residence Test), or
  - is an EEA national exercising a 'treaty right to seek and take up work', and can demonstrate that they have a 'right to reside' (can legally live in the **United Kingdom**) and are 'habitually resident' (this is the place where they normally live) in the **United Kingdom**.
  - is currently employed as a Crown Servant or Overseas Civil Servant (or their spouse or civil partner) holding a valid **United Kingdom** passport and they include their **United Kingdom** address with their application.
  - is a non-EEA national legally resident in the **United Kingdom** due to the existence of a visa, providing that the **Period of Insurance** does not go beyond the expiry of their visa.

## Policy Duration and Geographical Limits

Cover provided by this **Policy** is limited to the geographical limits stated in the **Certificate of Insurance**, for the following durations:

- Single Trip - to cover a single **Car Rental Agreement** for the **Period of Insurance** as shown on **Your Certificate of Insurance**, up to a maximum of 180 days.
- Annual Cover – to cover unlimited individual **Car Rental Agreements**, up to a maximum of 31 or 62 days per agreement during the **Period of Insurance** as shown on **Your Certificate of Insurance**. Only one **Rental Vehicle** may be covered at one time.

### Exclusions:

**We** will not pay for:

- Trips in, to or through Afghanistan, Belarus, Burma, Congo, Crimea/Ukraine, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan and Zimbabwe.
- Any claim relating to travel to any country, or region thereof, in the world where the Foreign and Commonwealth Office has issued a Travel Advisory against all travel, or all but essential travel, to such country or region. (A list of these countries can be seen on their website [www.fco.gov.uk](http://www.fco.gov.uk)).

*Please also refer to the general policy conditions and exclusions applying to all sections.*

## Making a Claim

In the event of a claim for theft, attempted theft or vandalism, or where local requirements state that **You** must notify the local police following an **Accident**, **You** should make contact with the relevant police force as soon as practicably possible to obtain a report

To make or discuss a claim or notify **Us** of a potential claim, please contact **Eversure** for a claim form as soon as practicably possible at the following address:

**Eversure, Bury House, 1-3 Bury Street, Guildford, Surrey, GU2 4AW.**

Or visit the website, [www.Eversure.com](http://www.Eversure.com), or telephone **Eversure** on **01483 347354** (24 Hour telephone service, **Eversure** are available Monday to Friday 0900 to 1730 excluding public holidays, outside of these times a message will be taken by our claims handlers Lucas Claim Solutions.)

**You** should, where possible, contact **Us** within 90 days of **You** being charged by the **Car Rental Company**.

Please quote **Your Policy** number as a reference in all correspondence.

This **Policy** operates on a reimbursement basis, which means **You** are normally required to pay the **Excess** or **Administration Charges** due under Your **Car Rental Agreement** first and reclaim the costs from **Us** where permitted by **Our** policy.

**Your Car Rental Agreement** may require **You** to reserve the **Excess** amount against **Your** credit or debit card when **You** collect the **Rental Vehicle**. If the **Rental Vehicle** is involved in an **Accident** or suffers **Damage** for which **You** are held responsible, the **Excess** amount or an **Administration Charge** will be deducted from this reserve and **You** will receive a loss damage report. **You** will then use this report to claim back the **Excess** or **Administration Charge**.

If **You** need to make a claim under the optional collision damage waiver (CDW) cover purchased ('Increased Excess Reimbursement Cover in USA and Canada') where the claim value is above **Our** usual £5,000 cover limit, **You** must not pay the **Car Rental Company** directly, **You** must contact **Us**. At **Our** discretion, **We** will then deal directly with the **Car Rental Company** and **We** will pay the **Car Rental Company** under the terms of this **Policy**. Further details will be provided to **You** if this situation arises.

To make a claim under this **Policy** **You** will need to provide when requested:

1. **Your** claim form (available by contacting **Eversure**)
2. **Your Certificate of Insurance**.
3. **Your Car Rental Agreement**.
4. **Your** copy of the damage report including copy invoices, receipts or other documents confirming the amount **You** have paid in respect of the damage to the Hired Vehicle for which **You** are seeking reimbursement and, where possible, photographs of the damage.
5. a copy of **Your** credit/debit card statement showing the **Excess** or **Administration Charges**.
6. a copy of the repair invoice from the repairing garage (if applicable).
7. a copy of the local police report (if applicable).
8. a copy of the driving licence of the **Lead Named Driver** or **Additional Driver** responsible for the **Damage**.
9. **Your** bank details, including the Sort Code and Account Number.

If **You** are unable or unwilling to provide any of the above information, this may result in **Your** claim being delayed. If a claim is made or legal proceedings are brought against **You** by a third party, **You** must as soon as practicably possible forward to **Us** every demand, notice, summons or other correspondence **You** have received.

## Definitions

- **Accident** – a sudden, unexpected event involving the **Rental Vehicle** caused suddenly which has not happened or been caused on purpose.
- **Additional Driver** - up to a maximum of 8 people listed on the **Car Rental Agreement** in addition to the **Lead Named Driver**. An **Additional Driver** cannot hire a **Rental Vehicle** independently from the **Lead Named Driver**, but can drive the **Rental Vehicle** unaccompanied by the **Lead Named Driver**.
- **Administration Charges** – unrecoverable fixed amounts charged by the **Car Rental Company** or **Car Club** separately to the **Excess** following **Damage** to the **Rental Vehicle**.
- **Breakdown** - mechanical or electrical failure for which **You** are responsible under the terms of **Your Car Rental Agreement** which results in the **Rental Vehicle** being immobilised.
- **Car Club** – an organisation that is licensed in the **United Kingdom** to provide registered paying member's access to a **Rental Vehicle** within the **Car Club** fleet for short term hire.
- **Car Rental Agreement** - the contract signed by **You** for the hire of the **Rental Vehicle**.
- **Car 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.
- **Certificate of Insurance** – the certificate issued to **You** by **Eversure** upon purchase detailing **Your** insurance cover.
- **Damage** – physical damage to or loss of the **Rental Vehicle** caused by fire, vandalism, **Accident**, theft and attempted theft.
- **Endorsement(s)** – a change in the terms and conditions of this **Policy** that can extend or restrict cover.
- **Europe** – Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and the **United Kingdom**. **We** also include the Channel Islands and the Isle of Man, Azores, the Canary Islands, Islands in the Mediterranean and Madeira.
- **Eversure** - Eversure Insurance® a trading name of Eversure Limited.
- **Excess** – the amount **You** must pay under the terms of **Your Car Rental Agreement** as a result of **Damage** to the **Rental Vehicle**.
- **Lead Named Driver** – the person named as the hirer and primary driver on the **Car Rental Agreement**. The **Lead Named Driver** must be named on the **Certificate of Insurance**.
- **Loss of Limb** – the physical severance or irrecoverable loss of use of a hand at or above the wrist, or foot at or above the ankle.
- **Loss of Sight** – the permanent and total **loss of sight** which **We** will consider as having happened:
  - in both eyes, if **Your** name is added to the Register of Blind Persons on the authority of a fully-qualified ophthalmic specialist; or
  - in one eye if, after correction, the degree of sight **You** have left is 3/60 or less on the Snellen scale.
- **Loss of Use** - time during which the **Rental Vehicle** is not available to hire due to **Damage** caused during the **Period of Insurance**.
- **Membership Keys** – keys, key fobs or membership cards used to lock, unlock and drive a **Car Club Rental Vehicle**.
- **Period of Insurance** – the period stated on **Your Certificate of Insurance**.
- **Permanent Total Disablement** – a disability lasting 12 calendar months which prevents **You** from attending to **Your** business or occupation of any kind, and at the end of that period being beyond the hope of improvement.
- **Personal Possessions** – clothing, luggage and other articles that belong to **You** (or for which **You** are legally responsible for) which are worn, used or carried by **You** but excluding personal money (meaning bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid cards, coupons or vouchers, travel tickets, event and entertainment tickets, phone cards and credit / debit or charge cards all held for private purposes), documents of any kind and valuables (meaning jewellery, platinum, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CD's, DVD's, tapes, films, cassettes, cartridges, memory cards, speakers and headphones), computer games and associated equipment, telescopes and binoculars).
- **Policy** – this document, detailing **Your** insurance cover. Only valid when issued in conjunction with a **Certificate of Insurance**.
- **Public Highway** - is deemed as any road made or unmade that is intended for use by the general public.
- **Rental Vehicle** - Any one private car (including 4x4's intended for use on-road) hired by **You** under a **Car Rental Agreement** from a **Car Rental Company** or **Car Club** during the **Period of Insurance**. This does NOT include:
  - Vehicles with more than 9 seats (including the driver)
  - Vehicles with a retail purchase value of £65,000 or more (or the equivalent in local currency)
  - Vehicles that are over 10 years old.
  - Minibuses, motorhomes, campervans, trailers, caravans, vans, trucks, lorries, non-passenger carrying vehicles, motorcycles, mopeds, motorbikes, bicycles, off-road vehicle or a recreational vehicle (such as All-Terrain Vehicles (ATV's) or dune buggies).
- **Terrorism** – an act, including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- **Towing** - recovery of the vehicle following **Damage**, **Breakdown** or misfueling of the **Rental Vehicle** to the nearest premises owned by the **Car Rental Company**, or to the original pick up location, whichever is closest.
- **United Kingdom** – England, Scotland, Wales and Northern Ireland.
- **USA & Canada** - the continental United States, Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands of the United States, and Canada.
- **We/Us/Our** – Catlin Insurance Company (UK) Ltd.
- **Worldwide** - any country not already included in the definition of **Europe** or **United Kingdom**.
- **You/Your** – the policy holder named on the **Certificate of Insurance**, who must be the **Lead Named Driver** on the **Car Rental Agreement**, and **Additional Drivers** (who do not need to be named on the **Certificate of Insurance**). For Annual policies only, up to 4 members of **Your** Immediate Family (meaning **Your** mother, father, brother, sister, daughter, son, foster child, husband, wife, partner (including common law and civil partnerships) step-parent, step-child, step-sister or step-brother, who must be permanently resident with **You** at the same address) may also be named on the **Certificate of Insurance** as additional **Lead Named Drivers**.

## What is Covered

Your insurance cover protects You within the selected geographical limits against the following sections as noted on Your Certificate of Insurance. We insure You up to the amounts shown on the Certificate of Insurance.

You may make more than one claim under any section of this Policy, but in total We will not pay more than the amounts shown under each section on Your Certificate of Insurance either for any single claim, or in total for multiple separate claims during any one Period of Insurance.

### Section 1. Excess Reimbursement & Collision Damage Waiver (CDW)

If the Rental Vehicle is involved in an Accident or suffers Damage for which You are held responsible under the terms of Your Car Rental Agreement, We will at Our discretion reimburse You up to the amounts shown on Your Certificate of Insurance for:

- Costs directly relating to the Excess, including charges for Loss of Use following a valid claim under Your Car Rental Agreement
- Towing costs incurred following an Accident, Damage or Breakdown
- Administration charges

This section includes Damage to auto glass (meaning any glass that forms part of the Rental Vehicle and includes windscreens, windows, internal and external lights and sunroof), as well as Damage to the roof, tyres and under body of the Rental Vehicle.

#### Optional: Collision Damage Waiver (CDW) - Increased Excess Reimbursement Cover in USA and Canada

For a Car Rental Agreement in the USA or Canada, this optional upgrade will reimburse You if the Rental Vehicle is involved in an Accident or suffers Damage for which You are held responsible under the terms of Your Car Rental Agreement up to:

- USD 50,000 (or the equivalent in local currency)
- The value of the Rental Vehicle
- The value of the claim

Whichever is the lower.

This option is only available as an upgrade with Worldwide cover, and is valid if shown on Your Certificate of Insurance and the appropriate additional premium has been paid.

#### Exclusions:

We will not pay for:

- any claim for theft, attempted theft or vandalism where this Damage has not been reported to the police (or equivalent local police authority) and an official police report obtained.
- any claim following an Accident which when required by law has not been reported to the police (or equivalent local police authority) and an official police report obtained.
- any claim where the driver of the Rental Vehicle is not named on Your Car Rental Agreement or where the Lead Named Driver was not named on Our Certificate of Insurance.
- any claim where a third party is responsible for the Accident or Damage and where You have had (or will have) the Excess reimbursed to You under the terms of Your Car Rental Agreement.
- any claim where You have not met the terms of Your Car Rental Agreement
- any claim for Loss of Use of the Rental Vehicle which is due to Your disinclination to use the Rental Vehicle.
- any claim for Loss of Use charges that exceed the rate paid when the Car Rental Agreement was signed.
- any claim for Towing which is not as a result of an Accident, Damage or Breakdown.
- any claim resulting from the use of the Rental Vehicle whilst not on a Public Highway.
- any costs relating to transaction fees, postal or carriage fees, fuel charges or similar.

Please also refer to the general policy conditions and exclusions applying to all sections.

### Section 2. Personal Possessions

If Your Personal Possessions are stolen following forced entry into the Rental Vehicle, We will at Our discretion pay the relevant amount shown below up to the amounts shown on Your Certificate of Insurance for either:

- The cost of repairing Your items
- The cost of replacing Your items. An amount for wear and tear, (being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time and loss of value) will be deducted as follows:

Age of Items	Wear and Tear Deduction
Up to 1 year	15%
Up to 2 years	30%
Up to 3 years	50%
Up to 4 years	75%
Up to 5 years	90%
Over 5 years	100%

Cover under this section is limited to £75 per item, up to a maximum of £300 in total during the Period of Insurance.

The maximum payment for any single item for which You cannot supply evidence of ownership, such as the original receipt, proof of purchase or insurance valuation (obtained prior to the loss), is £50 and is subject to a maximum total of £200 for all items without such proof.

#### Exclusions:

We will not pay for:

- any claim not in conjunction with a claim under Section 1 for **Damage** to the **Rental Vehicle**.
- any claim where there are no visible signs of forcible or violent entry into the **Rental Vehicle**.
- any claim for theft or attempted theft which has not been reported to the police (or equivalent local police authority) and an official police report obtained.
- any claim for a part of a pair or set which exceeds the value of that part of the pair or set.
- any value exceeding £50 in total for tobacco, alcohol, fragrances or perfumes.
- any mobile phones, smart phones or tablet computers.
- any goods, samples or equipment carried in connection with any trade or business.
- any claim where the **Rental Vehicle** has been left unlocked and unattended.
- any equipment which is not part of the **Rental Vehicle** that has been supplied to **You** by the **Car Rental Company** or **Car Club**
- any claim where **Your Personal Possessions** have not been left secured in the **Rental Vehicle's** locked luggage compartment (meaning a locked car boot, glove box or locked rear storage area that has a factory fitted cover in place such as a parcel shelf, and where the contents of said compartment are not viewable from outside the **Rental Vehicle**.)
- theft from any convertible, soft top, or open top **Rental Vehicle**.

Please also refer to the general policy conditions and exclusions applying to all sections.

### Section 3: Personal Accident

We will at **Our** discretion pay the relevant amount shown below if whilst travelling in, mounting into or dismounting from any covered **Rental Vehicle** **You** are involved in an **Accident** which results in **Your** death, **Loss of Limb**, **Loss of Sight** or **Permanent Total Disablement**.

- **Loss of Limb** - £5,000
- **Loss of Sight** - £5,000
- **Permanent Total Disablement** - £10,000
- **Death** - £10,000

Notice must be given to **Us** as soon as practicably possible of any **Accident** which may result in a claim under this section.

#### Exclusions:

We will not pay for:

- any claim if **You** are aged under 16 or over 85.
- any claim resulting from any pre-existing medical condition (meaning any past or current medical condition that has resulted in symptoms for which **You** are awaiting investigation or consultation, or are awaiting results of tests or investigations, or for which any form of treatment, prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received by **You** prior to the start of the **Period of Insurance**).
- any claim if a seatbelt was present but not worn (where required by law).
- any claim resulting from **Your** suicide or attempted suicide or committing or attempting to commit an intentional self-injury.
- any claim resulting from **You** being incapable due wholly or partly to mental illness or emotional or behavioural conditions.
- any claim from **Your** deliberate exposure to exceptional danger (except in an attempt to save human life).
- any claim from **Your** committing or attempting to commit a criminal act.
- any claim resulting from **You** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country or countries **Your Car Rental Agreement** is effective.
- any claim resulting from **You** being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
- any claim from resulting from **Your** engaging in or taking part in naval, military or air force service or operations;
- more than one benefit under this section.

Please also refer to the general policy conditions and exclusions applying to all sections.

### Section 4: Lockout & Key Cover

We will at **Our** discretion pay up to the amount shown on **Your Certificate of Insurance** towards:

- costs incurred as a result of **You** being locked out of the **Rental Vehicle**.
- replacing lost or stolen keys, including **Membership Keys**, replacement locks and locksmith charges unless only the parts needed to be changed

You must seek permission from the **Car Rental Company** or **Car Club** to call a locksmith prior to a locksmith being called out.

#### Exclusions:

We will not pay for:

- any claim for **Damage** caused by **You** or the locksmith in opening or attempting to open the **Rental Vehicle**.
- any claim where **You** do not as soon as practicably possible inform the **Car Rental Company** or **Car Club** that you have lost your keys or **Membership Keys**.
- any claim resulting from **Your** failure to place **Car Club Membership Keys** in the designated storage area at the end of the **Car Rental Agreement**.
- any claim where **You** have not gained permission from the **Car Rental Company** or **Car Club** prior to calling a locksmith.

Please also refer to the general policy conditions and exclusions applying to all sections.

### Section 5: Misfueling

We will at **Our** discretion pay up to the amount shown on **Your Certificate of Insurance** towards costs that **You** incur in the event that **You** put the wrong type of fuel into the **Rental Vehicle** for:

- draining the contaminated fuel and flushing the engine.
- additional travel expenses.
- **Towing** costs.

**Exclusions:**

We will not pay for:

- any claim for repairs to the engine any associated parts.
- any claim for costs associated with a missed departure.
- any claim for replacement fuel.

*Please also refer to the general policy conditions and exclusions applying to all sections.*

## Section 6: Curtailment of Rental

We will at **Our** discretion pay up to the amount shown on **Your Certificate of Insurance** if the **Car Rental Agreement** is curtailed on the advice of a medical practitioner as a result of **You** being declared medically unfit to drive the **Rental Vehicle** or by being confined to a bed in a hospital, hotel or in private accommodation during the time of the **Car Rental Agreement** and there being no **Additional Driver** available.

A medical certificate or letter must be provided. The **Car Rental Agreement** must be for a minimum of seven days.

Cover under this section is limited to £30 per day, up the amount shown on **Your Certificate of Insurance** in total during the **Period of Insurance**.

**Exclusions:**

We will not pay for:

- any claim where a medical certificate or letter has not been provided.
- any claim where the advice of a medical practitioner was not obtained.
- any claim where the duration of the **Car Rental Agreement** is less than seven days (i.e. six days or fewer).

*Please also refer to the general policy conditions and exclusions applying to all sections.*

## Section 7: Drop Off Charges

We will at **Our** discretion pay up to the amount shown on **Your Certificate of Insurance** following an **Accident** or illness resulting in **Your** hospitalisation for charges made under the terms of **Your Car Rental Agreement** for the recovery of the **Rental Vehicle**.

A medical certificate or letter must be provided.

**Exclusions:**

We will not pay for:

- any claim for charges already incurred because the **Car Rental Agreement** is for a one-way rental (i.e. the pick-up and drop-off are in different locations).
- any claim where a medical certificate or letter has not been provided.
- any claim where the advice of a medical practitioner was not obtained.

*Please also refer to the general policy conditions and exclusions applying to all sections.*

## Section 8: Road Rage & Car Jacking

We will at **Our** discretion pay up to the amount shown on **Your Certificate of Insurance** if **You** suffer bodily injury as a result of a physical assault following an **Accident** involving the **Rental Vehicle** or during the theft or attempted theft of your **Rental Vehicle**, towards:

- hospital confinement.
- emergency dental treatment.
- clothing and personal effects.
- stress counselling sessions.

**Exclusions:**

We will not pay for:

- any claim where the physical assault on **You** is carried out by an **Additional Driver**, relative or other person known to **You**.
- any claim where bodily injury is not supported by medical evidence
- any claim where the physical assault results from any vocal or physical contribution by **You** or an **Additional Driver**, other than the initial **Accident**, theft or attempted theft.
- any claim where either the **Accident**, theft, attempted theft or physical assault has not been reported to the police (or equivalent local police authority) and an official police report obtained.

*Please also refer to the general policy conditions and exclusions applying to all sections.*

## General Policy Exclusions applying to all Sections

The following are excluded from all sections of this **Policy**:

- any claim relating to operation of the **Rental Vehicle** in violation of the terms of the **Car Rental Agreement**.
- any claim arising from the use of the **Rental Vehicle** whilst not on a **Public Highway**, including whilst on safari (meaning an expedition to observe or hunt animals in their natural habitat).
- any claim where the **Lead Named Driver** is not named on the **Certificate of Insurance**
- any claim for loss or damage to a third party including bodily injury and damage to property
- any claim that occurs where the full premium has not been paid.
- any claim where the **Car Rental Agreement** has exceeded the maximum trip duration specified on **Your Certificate of Insurance**.
- any claim relating to travel to any country, or region thereof, in the world where the Foreign and Commonwealth Office has issued a Travel Advisory against all travel, or all but essential travel, to such country or region. (A list of these countries can be seen on their website [www.fco.gov.uk](http://www.fco.gov.uk))
- any claim arising out of any illegal, fraudulent, dishonest or criminal act by **You** or anyone connected to this **Policy**
- any claim where the relevant amount can be recovered from the **Car Rental Company** or **Car Club**, or its insurers.
- any claim for expenses which are reimbursed **Your Employers' Insurer**.
- any claim caused by delay, confiscation or detention by customs or other government officials or authority.
- any claim stemming from war, invasion, hostilities (whether war be declared or not) acts of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion.
- **Damage** or injury arising out of or in connection with **Terrorism** regardless of any other cause or event contributing to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any other way relating to **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- any claim relating to nuclear or radioactive **Accident**, explosion, escape, waste or contamination of any type.
- **Damage** caused by pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- any claim resulting from suicide, deliberate self injury or deliberate exposure to danger (except in an attempt to save human life) or whilst intoxicated by drugs or alcohol.
- any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- any claim resulting from **Your** own criminal act or while **You** are in a state of insanity.
- any claim for additional travel expenses other than where stated in this **Policy**.
- any claim resulting from **Breakdown**, other for **Towing** as described under Sections 1 and 5.
- any claim for interest, credit card, commission or currency conversion fees
- any claim for benefits which are payable under any uninsured or underinsured motorist law, first party benefit law, or no-fault law or equivalent in any territory or jurisdiction.

## General Policy Conditions applying to all Sections

The following conditions apply to all sections of this **Policy** (unless stated otherwise):

- **Duration of Cover**  
This **Policy** must have been purchased prior to the commencement of **Your Car Rental Agreement**. This **Policy** is invalid if the dates and times on the **Car Rental Agreement** are not within the **Period of Insurance**. Cover will commence at the time **You** take legal control of the **Rental Vehicle** and will end when the **Rental Vehicle** is returned to the **Car Rental Company** or **Car Club**, whether at its business location or elsewhere.
- **Eligible Drivers**  
The **Lead Named Driver** on the **Car Rental Agreement** must be named on the **Certificate of Insurance**.
- **Excluded Car Rental Company**  
**We** will not pay any claim relating to **Green Motion**.
- **Fraudulent Claims**  
If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be fraudulent false dishonest or exaggerated **We** will not pay any claim or provide any benefit under this **Policy**. **We** may also take legal action against **You** and inform relevant authorities.
- **Premium Payment**  
This **Policy** is only valid if **We** have received the relevant premium payment from **You**.
- **Precautions**  
**You** must take all practical precautions to prevent any **Damage**, theft or injury under this **Policy**.
- **Other Insurance**  
If any **Damage** or liability is covered under another policy as well as this one (i.e. would be insured if this **Policy** did not exist) **We** will not be liable for the whole claim.
- **Payable Benefits**  
The benefits of this **Policy** are only payable to the policy holder named in the **Certificate of Insurance**.
- **Terms and Conditions**  
**You** agree to abide by the terms and conditions of this **Policy** at all times.
- **Sanctions**  
**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- **Rental Vehicle**  
Cover under this **Policy** is only applicable to one **Rental Vehicle** at any one time, driven and operated by **You**.
- **Subrogation**  
In the event that a third party is liable for any part of a claim, **We** may exercise **Our** right of subrogation to enable **Us** to pursue this claim.
- **Under-Insurance**  
It is very important that **You** select cover relevant to the **Excess** value on your **Car Rental Agreement**. If **You** do not, **Your** claims payment may be reduced and **Your** claim will not be settled in full. If **You** have under-insured (the cover under this **Policy** is lower than the actual **Excess**) **We** will apply a proportionate reduction to any claims settlement.

## Making a Complaint

**We** are dedicated to providing a high quality service and **We** want to maintain this at all times. If **You** feel that **We** have not offered a first class service or if **You** have any questions or concerns about this **Policy** or the handling of a claim **You** should, in the first instance, contact **Eversure** through whom this insurance **Policy** was arranged.

If **You** are unable to resolve the situation and wish to make a complaint, **You** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG

Tel No: 020 7743 8487  
Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

Tel No: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
Tel No: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Insurance Company (UK) Ltd. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this insurance **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).