



Car Hire Excess Insurance Policy Wording

Important Information

This **Policy** is issued and arranged by **Eversure** and is underwritten by American International Group UK Limited ("**We, Us, Our**").

Please note: Terms shown in bold in this **Policy** have the meanings given to them in the definitions section on page 4.

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

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

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

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

Contacting Eversure

If **You** have any questions or if **You** would like more information, please contact **Eversure** by visiting their website 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 Insurance Product Information Document. Please contact **Eversure** who will be pleased to supply an alternative for **You**.

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

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 781109)
Registered office: 58 Fenchurch Street, London EC3M 4AB
Registered in England – Company Number 10737370

Eversure Insurance 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 Financial Conduct Authority's (FCA) website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768

Information You Have Given Us

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

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

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

- (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; and/or
- (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, and, if applicable, provide **You** with the amended terms. If there is no outstanding **Claim** and (ii) and/or (iii) apply,

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

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

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

Cancellation Period

Single Trip Policies of up to and including 30 days duration

Policies up to and including 30 days duration do not have statutory cancellation rights but **You** can request cancellation through **Eversure's** website www.eversure.com/contact-us, or by writing to our registered address. **You** will receive a full return of premium if **You** cancel before **Your** trip commences and before **Your** **Period of Insurance** commences.

Single Trip Policies of over 30 days duration and Annual Policies

You are entitled to cancel this **Policy** at any time by notifying **Us** through **Eversure's** website www.eversure.com/contact-us, or by writing to our registered address.

If you do so either before or within fourteen (14) days of the start of **Your** **Period of Insurance**, **You** will receive a full return of premium if **You** cancel before **Your** trip commences and the cover starts. If **You** have had a trip within this 14 day period, **We** will calculate a return of premium at a proportional daily rate depending on how long the **Policy** has been in force, less any claim amount paid.

If **You** cancel after more than 14 days, **We** will calculate a return of premium to **You** at a proportional daily rate depending on how long the **Policy** has been in force, less any claim amount paid.

Our Right to Cancel

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

- (1) any failure by **You** to pay the premium when due; or
- (2) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (3) 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, less any claim paid.

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 end of cover date on **Your Certificate of Insurance**.

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

Policy Duration

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.

Cover 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 unless you have selected the Optional – Family Cover, please see page 9 for details of this coverage.

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** or any **Additional Drivers** 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 visit **Eversure's** website www.eversure.com and select the claims section or telephone 0208 649 6762 (available Monday to Friday 0915 to 1700 excluding public holidays).

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**.

Please note that if **You** are involved in a non-fault **Accident** with a third party, **We** would normally expect the **Car Rental Company** to claim through the third-party insurers for the damage, though they may hold **Your Excess** temporarily whilst they confirm the details. **You** should obtain the third parties' details at the time of the incident and provide these to the **Car Rental Company**. **We** will be unable to process a claim until **We** receive confirmation in writing that the **Car Rental Company** is not pursuing the third party and is instead holding **You** solely responsible for the **Damage**.

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 £7,000 **You** must not pay the **Car Rental Company** directly, **You** must contact **Us**. **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 **Rental Vehicle** for which **You** are seeking reimbursement
5. Photographs of **Damage** to the **Rental Vehicle**, the site of any **Accidents** or thefts and any other photographic evidence **You** think might be helpful in assessing **Your** claim.
6. A copy of **Your** credit/debit card statement showing the **Excess** or **Administration Charges**.
7. A copy of the repair invoice from the repairing garage (if applicable).
8. A copy of the local police report (if applicable).
9. **Your** bank details, including the Sort Code and Account Number.
10. If **You** have challenged the **Excess** charge with the **Car Rental Company** prior to making a claim with **Us**, a copy of all related correspondence.

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.

If **We** settle a claim and **You** subsequently receive a refund from the **Car Rental Company** for the same event, **You** are required to return such refund to **Us** within 7 days of receipt.

Definitions

- **Accident** – an unintentional sudden, unexpected event involving the **Rental Vehicle**.
- **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** but must adhere to the terms of the Car Rental Agreement at all times. At the time of rental, **Additional Drivers** must be aged between 21 and 84 years old (inclusive), hold a valid and internationally recognised driving licence and not be driving against the advice of a medical practitioner.
- **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 or 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** - 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**.
- **Family Member** – **Your** mother, father, brother, sister, daughter, son, foster child, husband, wife, partner (including common law and civil partnerships and cohabiting couples), step-parent, step-child, step-sister or stepbrother or fiancé/fiancée who must be permanently resident with **You** at the same address. **Family Members** must be eligible to be **Lead Named Drivers** (as stipulated below).
- **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**, and must meet the criteria detailed under the 'Who is eligible to be a Lead Named Driver' section.

- **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**.
- **Personal Possessions** - luggage, clothing, personal effects and other articles normally worn, used or carried during any trip/s and which belong to **You** (or for which **You** are legally responsible) subject to the exclusions in Section 2
- **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, pickups, 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** – American International Group UK Limited.
- **Worldwide** - any country not included in the definition of Europe or United Kingdom excluding those specifically listed as an excluded country in the general policy exclusions applying to all sections.
- **You/Your** – the person(s) named on the **Certificate of Insurance**, who must also be the **Lead Named Driver** on the **Car Rental Agreement**

Who is eligible to be a Lead Named Driver

Any person who:

- is aged between 21 and 84 years (inclusive) at the time of purchase of the **Policy**.
- 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** and does not spend more than 180 consecutive days outside of the UK in any period of 12 calendar months, 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.

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 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 on annual **Worldwide** cover and Single Trip cover where the **Period of Insurance** exceeds 30 days, 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** or any **Additional Drivers** 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.
- any costs relating to the cleaning of the **Rental Vehicle**.

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 £7,000 **You** must not pay the **Car Rental Company** directly, **You** must contact **Us**. **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.

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

Section 2. Personal Possessions

If **Personal Possessions** belonging to **You** are stolen following forced entry into the **Rental Vehicle**, **We** will 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 theft or **Damage** of personal money (meaning bank notes, and coins in current use, bank cheques, pre-paid cards, 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, including CD's, DVD's, memory cards, speakers and headphones, computer games and associated equipment).
- 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 **Personal Possessions** belonging to **You** 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: Lockout & Key Cover

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

- costs incurred by **You** as a result of **You** or any **Additional Drivers** 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 any **Additional Drivers** or the locksmith in opening or attempting to open the **Rental Vehicle**.
- any claim where **You** or any **Additional Drivers** 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 **the** failure of **You** or any **Additional Drivers** to place **Car Club Membership Keys** in the designated storage area at the end of the **Car Rental Agreement**.
- any claim where **You** or any **Additional Drivers** 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 4: Misfueling

We will pay up to the amount shown on **Your Certificate of Insurance** towards costs that **You** incur in the event that **You** or any **Additional Drivers** 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 and 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 5: Curtailment of Rental

We will 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 to 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 6: Drop Off Charges

We will 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 7: Road Rage & Car Jacking

We will 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 treatment
- 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.

Optional - Family Cover

For annual policies only: up to four **Family Members** who must be permanently resident with **You** at the same address, and are named on the **Certificate of Insurance** as a **Lead Named Driver**.

Lead Named Drivers named on **Certificate of Insurance** may hire separate **Rental Vehicles** in their own name during the **Period of Cover** and may hire at the same time.

This cover is valid if shown on **Your Certificate of Insurance** and is subject to an additional premium.

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 where the **Rental Vehicle** is being driven by persons who are not named on the **Car Rental Agreement**.
- any claim for loss or **Damage** to a third party including bodily injury and damage to property
- any claim where the **Car Rental Agreement** has exceeded the maximum rental period specified on **Your Certificate of Insurance**.
- trips in, to or through Afghanistan, Belarus, Congo, Crimea/Ukraine, Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, Syria, Venezuela and Zimbabwe.
- any claim relating to travel to any country or region 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).
- any claim arising out of any illegal, fraudulent, dishonest or criminal act by **You** or anyone connected to this **Policy**
- any claim where the claim amount can be recovered from the **Car Rental Company** or **Car Club**, or its insurers.
- any claim for expenses which should be reimbursed by **Your** employers' insurer if driving in the course of employment.
- any claim caused by delay, confiscation or detention by customs or other government officials or

- authority.
- 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 **You** 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.
- any claim where the **Excess** or cost of **Damage** has been paid in cash or not to the **Car Rental Company**.
- any claim where the cost of **Damage** equals the **Excess** on **Your Rental Agreement** and **You** cannot supply a repair receipt or damage matrix from the **Car Rental Company**.

General Policy Conditions applying to all Sections

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

Lead Named Drivers

- The **Lead Named Driver** on the **Car Rental Agreement** must be named on the **Certificate of Insurance**.

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.

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. **You** 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 a **Lead Named Driver** listed on the **Certificate of Insurance**.

Terms and Conditions

- **You** agree to abide by the terms and conditions of this **Policy** at all times.

Sanctions

- **We** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any penalty under any sanctions law or regulation.

Rental Vehicle

- Cover under this **Policy** is only applicable to one **Rental Vehicle** at any one time, unless Optional Family Cover has been purchased and is shown on **Your Certificate of Insurance**.

Excluded Car Rental Company

- **We** will not pay any claim relating to any rental from the Green Motion vehicle rental company.

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.

Our commitment to you

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

For Sales and Administration related complaints:

Write to: Eversure Insurance, Bury House, 1-3 Bury Street, Guildford GU2 4AW
Email: complaints@eversure.com
Online: www.eversure.com Via the 'Contact Us' page.

All Other Complaints:

Write to: Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.
Call: 0800 012 1301
Email: uk.customer.relations@aig.com
Online: <http://www.aig.co.uk/your-feedback>
Lines are open Monday to Friday 9.15am – 5pm, excluding public holidays

The Customer Relations Team free call number may not be available from outside the UK – so please call **Us** from abroad on +44 (0)20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do **Our** best to resolve any issue you may have as quickly as possible. On occasions however, **We** may require up to 8 weeks to provide **You** with a resolution. **We** will send you information outlining this process whilst keeping you informed of **Our** progress.

If **We** are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **We** provide **Our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided **Us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

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

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If **We** are unable to meet **our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (Freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

Data Protection Act

HOW WE USE PERSONAL INFORMATION

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **You** or other individuals (e.g. **your** partner or other members of your family). If **You** provide Personal Information about another individual, **You** must (unless **We** agree otherwise) inform the individual about the content of this notice and **Our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **Us**.

The types of Personal Information We may collect and why – Depending on **Our** relationship with **You**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, as well as other Personal Information provided by **You** or that **We** obtain in connection with our relationship with **You**. Personal Information may be used for the following

purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Management of **Our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **Your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with **Our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **Our** company or transfer of business assets.

International transfer - Due to the global nature of **Our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **Your** country of residence). When making these transfers, **We** will take steps to ensure that **Your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **Our** Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **Your** Personal Information safe and secure. When **We** provide Personal Information to a third party (including **Our** service providers) or engage a third party to collect Personal Information on **Our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights –**You** have a number of rights under data protection law in connection with **Our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **Our** use of data. These rights may also include a right to transfer **Your** data to another organisation, a right to object to **Our** use of **Your** Personal Information, a right to request that certain automated decisions **We** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **Your** rights and how **You** may exercise them is set out in full in **Our** Privacy Policy (see below).

Privacy Policy - More details about **Your** rights and how we collect, use and disclose **Your** Personal Information can be found in **Our** full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or **You** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.or by email at: dataprotectionofficer.uk@aig.com.