

Personal Accident & Car Hire Excess Insurance

Policy Wording

This **Policy** is a contract between **You** (named in the **Insurance Validation Certificate** and Antares Syndicate 1274 at Lloyd's (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Insurance Validation Certificate** has been paid in the required manner, **We** will provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Validation Certificate** during the **Period of Insurance**.

Antares Managing Agency Limited is the managing agent for Antares Syndicate 1274 at Lloyd's. Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 506638). Registered address is 21 Lime Street London EC3M 7HB.

Contents

Description / Section	Page(s)
Information	2
Cooling-off Period & Cancellation	3
Disputes and Complaints	3
General Definitions	4 – 5
Section 1 – Personal Accident	5
Section 2 – Baggage & Personal Possessions	6
Section 3 – Excess Reimbursement	6
Section 4 – Key Cover	6
Section 5 – Curtailment of Car Rental Agreement	6 – 7
Section 6 – Drop Off Charges	7
Section 7 – Lock Out	7
Section 8 – Mis-fuelling	7
Section 9 – Road Rage	7
Section 10 – Car Jacking	7
General Conditions	7 – 8
General Exclusions	8 – 9

The Contract of Insurance

This document, together with **your Validation Certificate**, are **your** insurance documents and together they make up the contract between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

The insurance provided by this document covers liability, loss, damage, death or disability that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any amendment made to it.

This document and **your Validation Certificate** are issued to **you** by Sanctuary Insurance Brokers Limited in its capacity as agent for the insurer, Lloyd's Syndicate 1274, under contract reference B1121C201336.

Signed by:



(Rob Hearn)

Authorised signatory for Sanctuary Insurance Brokers Limited.
Marlow House, 1a Lloyd's Avenue, London EC3N 3AA.

Important Information

This document, the **Insurance Validation Certificate** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents within the **Cooling-Off Period** to the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Validation Certificate**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

Information that You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or through the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

- Treat this **Policy** as if never existed and return **Your** premium paid; or
- Cancel **Your Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

We will write to **You** via the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate, if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

PRIVACY NOTICE

Who We are

We are the Lloyd's Underwriter(s) identified in the contract of insurance and/or in the certificate of insurance and/or in the **Insurance Schedule**.

Basic information

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. **We** will never sell any personal information **You** provide us.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request. Website: www.antaresunderwriting.com

Age and Residence Conditions

To be covered under the insurance in this **Policy**, **You** must be:

- Not over the age of seventy-five (75) at the time this **Policy Certificate** commences, as set out in the **Insurance Validation Certificate**; and
- Over the age of twenty-one (21) at the time
- A legal resident in the **United Kingdom** at the time the **Period of Insurance** set out in the **Insurance Validation Certificate** commences.

Claims Procedures – How to Make a Claim

You should notify **Your** claim as soon as practicable but within thirty-one (31) days of an **Accident** or **Injury** to **Our** Claims Administrator, at the following address:

Claims Settlement Agencies Limited
308 – 314 London Road, Hadleigh, Benfleet, Essex. SS7 2DD
Telephone: +44 (0) 1702 553443
E-mail: info@csal.co.uk
Web: www.csal.co.uk

Our Claims Administrator will promptly send **You** a Claim Form once contact is made. If **You** encounter any issues with this process, **You** should contact the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate, who sold **You** this **Policy**.

You must carry out all reasonable measures to mitigate the loss and it is **Your** responsibility to prove the loss and retain receipts, photographs & guarantees where possible.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf submits any claim under this **Policy** through concealment, misstatement or deliberative provision of false information, **We** shall be under no liability to make payment in respect of such claim and **You** must pay back any benefit, indemnity or expense that **We** have already paid that was subject to the concealment.

Cooling-Off Period and Cancellation

You have a right to cancel up to 14 days from the date **you** receive the policy document at the start of **your** insurance provided that no **insured person** has travelled, (or in the case of Single Trip policies, cover has not already commenced), and no claim under this policy has been made.

Should **you** decide to exercise **your** cancellation right, **you** will be entitled to a full refund of premium provided that no **insured person** has travelled, (or in the case of Single Trip policies, cover has not already commenced), and no claim under this policy has been made or is intended to be made.

Should **you** decide to exercise **your** cancellation right for an Annual Multi-trip insurance after the 14 day cooling off period, **You** may do so provided **You** have not made a claim by giving thirty (30) days written notice to **Us**. In this Event, **We** will refund the premium **You** have paid to **Us** to **Your Insurance** the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate, less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

To cancel **your** policy, please contact the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate, to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

Our right to cancel this policy:

We will not cancel a policy during its lifetime as long as:

- **you** have paid **your** premium in full;
- neither **you** nor any other **insured person** commits fraud.

We will not cancel an annual multi trip policy during **your period of insurance** unless one or more of the following happens:

- **you** have not paid **your** premium in full;
- **you**, or any other **insured person**, commit fraud; or
- the risk **we** agreed to insure changes significantly (for example because activities an **insured person** intends to be involved in during any **trip** change after the insurance starts). If **we** cancel **your** policy for this reason, **you** will be entitled to a refund of premium which will be calculated according to the number of days remaining in **your period of insurance**.

- Non-cooperation or failure to provide any information or documentation requested by **us**.

Disputes and Complaints

We are dedicated to providing **You** with a first class service and **Our** wish is to ensure that all aspects of **Your** insurance are dealt with promptly, fairly and efficiently at all times. If **You** feel that **We** have not offered a first class service or **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, please contact **Us** and **We** will do **Our** best to resolve the problem.

Our contact details are:

Compliance Department
Antares Managing Agency limited
21 Lime Street
London
EC3M 7HB
Telephone: +44 (0)20 7959 1900
Fax: +44 (0)20 7959 1901

If **Your** concerns relate to any other aspect of the **Policy** please contact the **Intermediary** who arranged this **Policy** on **Your** behalf.

If at any time **You** feel that **Your** complaint has not been resolved, **You** may refer the matter to the Complaints Department at:

Lloyd's.
Their address is:
Complaints
Lloyd's Market Services
One Lime Street, London. EC3M 7HA
Telephone: +44 (0) 020 7327 5693
Fax: +44 (0) 20 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should you wish to raise any comments regarding the Lloyd's complaints process you may raise those with the Lloyd's Head of Market Conduct at HeadofConduct@lloyds.com. However, we would ask that you do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website www.lloyds.com.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the Financial Ombudsman Services is:

The Financial Ombudsman Service
Exchange Tower, London. E14 9SR
Telephone: +44 (0) 800 023 4567 (free from "fixed lines" in the UK)
Telephone: +44 (0) 300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Fax: +44 (0) 20 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Following the complaints procedure with the FOS does not affect

Your rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this Policy. If You are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this Policy.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London.
EC3A7QU
Telephone: +44 (0) 20 7741 4100
Website: www.fscs.org.uk

General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy or Insurance Validation Certificate and are shown in bold print.

Words in the singular shall include the plural and vice versa.

Accident: A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

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

Car Rental Agreement: Means the contract provided by a Car Rental Company in respect of the provision of a Rental Vehicle that is signed by the lead named driver and that states the Excess for which the lead named driver is responsible.

Endorsements: Any changes to the terms and conditions of this Policy or Insurance Validation Certificate which form part of this insurance contract.

Excess: The first amount of each and every loss that each Insured Person shall pay.

GDPR means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

Injury: An identifiable violent, external, visible physical injury to You from external means which:

- Is caused by an Accident during the Operative Time, or
- Solely and independently of any other cause, except Illness directly resulting from or medical or surgical treatment required by the Injury, results in death or Permanent Total Disablement within twelve (12) months from the date of the Accident.

Illness: An illness or disease which has manifests itself during the Operative Time.

Intermediary: the Intermediary who arranged this Policy on Your behalf, details of which You can find on Your validation certificate.

Insurance Validation Certificate: The document showing details of the cover You have purchased.

Insured Person/You/Your: The individuals named in the Insurance Validation Certificate who are covered under this Policy.

Loss of Limb or Limbs: The permanent and complete loss of or loss of use of a Limb or Limbs at or above the ankle or wrist.

Loss of Sight: Permanent and total Loss of Sight shall be considered as having occurred:

- In both eyes, if Your name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist; or
- In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist, and
- The registered qualified ophthalmic specialist is not:
 - You; or
 - A member of Your immediate family, or
 - Your employee; or
 - Any person with whom You have a contract for services.

Medical Practitioner: Any suitably qualified Medical Practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- You; or
- A member of Your immediate family; or
- Your employee; or
- Any person with whom You have a contract for services.

Occupying: Means travelling in, getting into or getting out of any Rental Vehicle.

Operative Time: Insurance cover, during the Period of Insurance, will take effect from the time You take legal control of the Rental Vehicle and will cease at the time the Car Rental Company assumes legal control of the Rental Vehicle whether at its business location or elsewhere.

Partner: Your Spouse, Partner or Civil Partner.

Period of Insurance: The period shown in the Insurance Validation Certificate.

Permanent Total Disablement: In respect of insurance cover for Accident, total disablement which results solely and independently of any other cause from an Injury caused other than by Loss of Limb or Limbs, or Loss of Sight which entirely prevents You from engaging in any occupation for which You are suited by education, training or experience for the remainder of Your life and at the end of that period being without prospect of improvement in the opinion of a Medical Practitioner.

Personal Possessions / Property: Means luggage, clothing and personal items which are owned or acquired by You or are Your responsibility during the Operative Time. The following are not included in the definition: animal skins, antiques, bicycles, bonds, buggies, computer games and computer game consoles, computer or telecommunications equipment of any kind, contact or corneal lenses, coupons, digital music players, diving equipment, documents of any kind, marine and watercraft equipment, mobile phones, money, motor vehicles, musical instruments, prams, radios, sailboards or related equipment or fittings of any kind, securities, stamps, surfboards, tape recorders, television sets, travellers cheques, video equipment or DVD equipment of any kind.

Policy: The contractual terms and conditions of insurance

coverage and benefits payable to **You** set out in this contract of insurance, **Insurance Validation Certificate**, and any **Endorsements**.

Public Highway: Means any road made or unmade that is intended for use by the general public.

Radiation: The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

Rental Vehicle: Means any one private car hired under a **Car Rental Agreement** on a daily or weekly basis from a **Car Rental Company** during the **Period of Insurance**. The definition of a **Rental Vehicle** does not include;

- a. **A Rental Vehicle**
 - i. With a rental purchase price in excess of fifty-thousand pounds (£50,000); or
 - ii. Which is over twenty (20) years old; or
 - iii. Which has not been manufactured for ten (10) years or more.
- b. The rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than nine (9) people including the driver, motorcycle, moped, motorbike, off-road vehicle or a recreational vehicle unless shown specifically on the **Insurance Validation Certificate**

Single Item: Means any one article, pair, set or collection owned by **You**.

Terrorist Activity: an act, including but not limited to the use or threat of force and/or violence, 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Territorial Scope: This insurance is available for persons travelling Worldwide – but excluding Travel to Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen or any country or with any persons in breach of the Sanctions, Export and Exchange Control clause or where the Foreign & Commonwealth Office advise against all or all but essential travel.

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

Utilisation of Biological Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Nuclear Weapons of Mass Destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Under Body of the Rental Vehicle: Means the underside of the **Rental Vehicle** excluding bumpers and trim.

Valuables: Means articles made of or containing gold, silver or other precious metals, jewellery, leather goods, furs, camcorders, photographic equipment, precious or semi-precious stones, silks, telescopes, binoculars, watches, cameras, compact disc players, MP3 players and iPods, sunglasses, spectacles, mini-disc players, owned or acquired by **You** or for which **You** are responsible.

War: Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- Hostilities or warlike operations (whether **War** be declared or not); or
- Invasion, civil war, rebellion, insurrection, revolution; or
- Act of an enemy foreign to **Your** nationality or the country in, or over, which the act occurs; or
- Civil commotion assuming the proportions of, or amounting to, an uprising; or Overthrow of the legally constituted government; or Military or usurped power; or Explosions of **War** weapons; or **Terrorist Activity**; or
- **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** however these may be distributed or combined; or
- Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to **Your** nationality whether **War** be declared with that state or not.

We/Us/Our: Antares Managing Agency Limited, as managing agent for Antares Syndicate 1274 at Lloyd's.

You/Your/Insured Person: The individuals named in the **Insurance Validation Certificate** who are covered under this **Policy**.

Section 1 – Personal Accident

WHAT IS COVERED

As shown in the **Insurance Validation Certificate** Schedule of Benefits Table **We** will pay **You** if at any time during the **Operative Time**, **You** sustain an **Injury** which results in **Your** death, **Loss of Limb or Limbs**, **Loss of Sight** or **Permanent Total Disablement**.

Important Limits to Benefit Amounts:

- For Passengers under the age of 16 years when the **Period of Insurance** commenced, the Accidental Death Benefit is limited to two thousand five hundred pounds (£2,500) and all other Benefits are reduced by 50%.
- For **Insured Persons** over the age of 65 years when the **Period of Insurance** commenced, the Accidental Death Benefit is limited to five-thousand pounds (£5,000) and Benefits 2 and 3 are reduced by fifty percent (50%) and Benefit 4 (**Permanent Total Disablement**) is deleted.

CONDITIONS AND LIMITATIONS

1. In no case shall **Our** liability in respect of **You** exceed in all the largest sum insured applicable under any one of the Personal Accident Schedule of Benefits items.
2. No claim shall be payable under more than one item in the Personal Accident Schedule of Benefits in respect of the same **Injury**.
3. In the event that an **Injury** results in **Your** accidental death within thirteen weeks of the date of an **Injury** and prior to the settlement of a claim for disablement under Items 2, 3 or if **You** are under the age of sixty-five (65) when the **Period of Insurance** commenced then also Item 4 of the Personal Accident Schedule of Benefits, the **Accidental Death Benefit** shall be payable.
4. In the event of a claim **Our** appointed medical advisor(s) shall be allowed to examine **You** as often as may be deemed necessary.

DEFINITIONS APPLICABLE TO THIS SECTION:

Operative Time

An **Accident** giving rise to the loss under this Section of Cover must:

- Be sustained as a result of **You Occupying any Rental Vehicle**; or
- You** being struck by any motor vehicle during the duration of the **Car Rental Agreement**; and
- Result in a loss occurring within one-hundred and eighty (180) days of the date of the **Accident**.

Please also refer to the **General Conditions and General Exclusions that apply to the whole Policy**.

Section 2 – Baggage and Personal Possessions / Property WHAT IS COVERED

You are covered up to the amount showing in the **Insurance Validation Certificate** for the value of **Personal Possessions / Property** which are stolen from **Your Rental Vehicle**. The maximum payment for any **Single Item** is shown in the **Insurance Validation Certificate**. The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is supplied is seventy-five pounds (£75). The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation is not supplied is twenty-five pounds (£25). The maximum payment for tobacco, alcohol or fragrances (eg, perfumes, aftershaves is fifty pounds (£50)). All payments under this Section of Cover are subject to a maximum of three-hundred pounds (£300) for all stolen **Single Items**.

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

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

WHAT IS NOT COVERED

You are not covered for

- The amount of the **Excess** shown in the **Insurance Validation Certificate** in respect of each claim.
- Claims arising for theft of cash or **Valuables**.
- Claims arising for theft which are not reported to any appropriate police authority within twenty-four (24) hours of discovery and an official written report obtained.
- Claims from an unattended **Rental Vehicle** between the hours of 8pm and 8am local time.
- Claims arising from theft of household goods or anything shipped as freight or under a bill of lading.
- Claims arising from theft of **Personal Possessions** from **Your Rental Vehicle** unless taken from a locked boot, glove box or locked and secured roof box and there is evidence of forced entry which is confirmed by a police report.
- Wear, tear and depreciation of the article(s) (see table above).

Please also refer to the **General Conditions and General Exclusions that apply to the whole Policy**.

Section 3 – Excess Reimbursement WHAT IS COVERED

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

- Incur costs relating to the **Excess** following a valid claim under **Your Car Rental Agreement**; or
- Incur towing costs following physical loss or damage to or mechanical breakdown of the **Rental Vehicle**; or
- Lose the use of the **Rental Vehicle** for the remainder of the **Car Rental Agreement** following physical loss or damage to or mechanical breakdown of the **Rental Vehicle**.
- This Section of Cover includes loss or damage to windscreens and any auto glass, to the **Rental Vehicle** roof, tyres and the **Under Body of the Rental Vehicle**.

WHAT IS NOT COVERED

You are not covered for:

- Any claim where **You** have not met the terms of **Your Car Rental Agreement**; or
- Any claim in respect of the **Excess** if the **Car Rental Company** hold a third party responsible for the damage to the **Rental Vehicle** and as a result have reimbursed the **Excess** amount to **You**; or
- Any claim in respect of loss of use of the **Rental Vehicle** which is due solely to **Your** disinclination to use the **Rental Vehicle**; or
- Any claim for towing costs or loss of use of the **Rental Vehicle** which are not as a result of any physical loss or damage to, or mechanical breakdown of, the **Rental Vehicle** for which **You** are responsible under the terms of the **Car Rental Agreement**; or
- Any costs or expenses relating to **You** substantiating **Your** claim including but not limited to postal or carriage fees, transaction or fixed fees, administrative charges, fuel charges or anything of a similar nature.

Special Conditions relating to Claims

- You** must provide **Us** written confirmation from the **Car Rental Company** as to whom the **Car Rental Company** holds responsible for the physical loss or damage to the **Rental Vehicle**; and
- You** must provide **Us** with the final invoice from the **Car Rental Company** which confirms:
 - The final cost of the repairs to the **Rental Vehicle** and
 - The final amount the **Car Rental Company** intends to charge **You** in respect of **Your Excess** under the **Car Rental Agreement**. This should reflect any reduced **Excess** amount which they apply as a result of the cost of repairs to the **Rental Vehicle** being lower than the original **Excess** amount.
- In respect of any claim for loss of use of the **Rental Vehicle**, **You** must provide written evidence from the **Car Rental Company** confirming that the **Rental Vehicle** is un-roadworthy for the remainder of the **Car Rental Agreement** due to the physical loss or damage sustained. If **You** are not provided with sufficient proof of the amount charged to substantiate this claim, **We** will work in conjunction with **You** to obtain this information from the **Car Rental Company** and/or **Your** credit card company which may delay **Your** claim.

Please also refer to the **General Conditions and General Exclusions that apply to the whole Policy**.

Section 4 – Key Cover

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** for the cost of replacing a lost or stolen **Rental Vehicle** key, including replacement locks or parts and locksmith charges.

WHAT IS NOT COVERED

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

Please also refer to the **General Conditions and Exclusions** that apply to the whole Policy.

Section 5 – Curtailment of Car Rental Agreement

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** if the **Car Rental Agreement** is cancelled or cut short on the advice of a **Medical Practitioner** due to **Your** illness. You must be confined to a bed in hospital, in a hotel or in private accommodation during such time that the **Rental Vehicle** was booked and paid for.

WHAT IS NOT COVERED

You are not covered for

- a. Any claim if You are unable to provide a copy of:
 - i. The **Car Rental Agreement**, and
 - ii. A medical certificate from a **Medical Practitioner** confirming the nature of the illness, dates of the illness and the dates You were confined to bed; or
- b. Any claim if the **Car Rental Agreement** was for less than 7 days; or
- c. Any claim if you are unable to start the trip due to **Your Illness**.

Please also refer to the **General Conditions and General Exclusions** that apply to the whole Policy.

Section 6 Drop Off Charges

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** for any drop off charges You incurred through the **Car Rental Company** in the event that no one named in the **Car Rental Agreement** is available to return the **Rental Vehicle** to the originally intended car rental station as a result of an **Accident** or illness for which at least one night's hospitalisation has taken place.

WHAT IS NOT COVERED

You are not covered for any claim if **Your Car Rental Agreement** is a one-way rental.

Please also refer to the **General Conditions and General Exclusions** that apply to the whole Policy.

Section 7 – Lock Out

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** in the event that You are unintentionally locked out of the **Rental Vehicle** with the keys inside the **Rental Vehicle** for the necessary costs incurred to open the **Rental Vehicle** without causing any further damage to it. The **Car Rental Company** must approve the locksmith prior to a locksmith being called out.

Please also refer to the **General Conditions and General Exclusions** that apply to the whole Policy.

Section 8 – Mis-fuelling

WHAT IS COVERED

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

WHAT IS NOT COVERED

You are not covered for

- a. Any claims for the cost of repair or replacement of any mechanical part or damage to the engine arising from the use of the incorrect fuel; or

- b. Any costs associated with any missed departure; or
- c. Any costs from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance.

Please also refer to the **General Conditions and General Exclusions** that apply to the whole Policy.

Section 9 – Road Rage

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** if, as a direct result of an **Accident** that has involved **Your Rental Vehicle**, You suffer a physical assault by another person involved in that **Accident** which results in **Your Injury**.

WHAT IS NOT COVERED

You are not covered for:

- a. Any claim where the physical assault is caused by a relative or a person known to You; or
- b. Any claim incurred as a result of a Road Rage act carried out by another person causing **Injury** to You which is not supported by medical evidence; or
- c. Any claim if the Road Rage incident is not reported to the **Policy** within twenty-four (24) hours of it taking place and a written report obtained; or
- d. Any claim if You or one of Your passengers contributed either vocally or physically to the Road Rage incident, other than the initial **Accident**; or
- e. Any claim if the Road Rage incident occurred outside the territorial limits shown on **Your Insurance Validation Certificate**.

Please also refer to the **General Conditions and Exclusions** that apply to the whole Policy.

Section 10 – Car Jacking

WHAT IS COVERED

You are covered up to the amount shown in the **Insurance Validation Certificate** if as a direct result of the theft or attempted theft of **Your Rental Vehicle** You suffer a physical assault by another person which results in **Your Injury**.

WHAT IS NOT COVERED

You are not covered for

- a. Any claim where the physical assault is caused by a relative or a person known You; or
- b. Any claim incurred as a result of a Car Jacking incident carried out by another person causing **Injury** to You which is not supported by medical evidence; or
- c. Any claim if the Car Jacking incident is not reported to the police within twenty-four (24) hours of it taking place and a written report obtained; or
- d. Any claim if You or one of Your passengers contributed either vocally or physically to the Car Jacking incident; or
- e. Any claim if the Car Jacking incident occurred outside the territorial limits shown on **Your Insurance Validation Certificate**.

Please also refer to the **General Conditions and General Exclusions** that apply to the whole Policy.

General Conditions

These are the conditions of the insurance coverage under this **Policy** that You need to meet as Your part of this contract. If You do not meet these conditions, We may need to reject Your claim or a claim payment could be reduced. In some circumstances, **Your Policy** may not be valid.

Age Limit

You must not be over the age of seventy-five (75) years and over the age of twenty-one (21) at the time the **Period of Insurance** commences.

Residency

You must be a legal resident in the **United Kingdom** at the time the **Period of Insurance** commences. If **You** change **Your** legal residence to a country outside of the **United Kingdom** during the **Period of Insurance**, **You** must notify **Us** as soon as practicable.

Reasonable Care

You must exercise reasonable care to prevent an **Accident** or **Injury** or loss or damage to **Yourself** or others.

Applicable Law and Jurisdiction

We and **You** irrevocably agree that this **Policy** shall be governed by and construed in accordance with the law of England and Wales and that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this **Policy** or any claim.

Contracts (Rights of Third Parties) Act 1999

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 insurance contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Claims Co-operation and Access to Records

You shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and **You** shall provide upon **Our** request all authorisations necessary to obtain **Your** medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

Right to Medical Examination

We have the right to have **You** examined by a physician or vocational expert of **Our** choice and at **Our** expense as often as may be necessary for the purpose of reviewing the claim.

Interest

No sum payable under this **Policy** shall carry interest.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** exceed the largest sum insured stated in the Schedule of Benefits to be read in conjunction with **Your Insurance Validation Certificate**.

Sanctions, Export and Exchange Control Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **Us** to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America and Australia.

Affordable Care Act

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the **Policy**. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. **You** should consult **Your** attorney or tax professional to determine if ACA's requirements are applicable to **You**.

Car Rental Agreement Date

This **Policy** must have been purchased prior to the commencement of a **Car Rental Agreement** for which **You** wish this **Policy** to be operative.

No Simultaneous Cover

This insurance is provided for one **Rental Vehicle** at any one time, which may be driven and operated by **You**.

Loss Notification Period

Written notice of **Accidents**, proceedings or any other events that may give rise to a claim must be given to **Us** within 31 days of the date of incident.

No Admission of Liability

Except with **Our** written consent, **You** or **Your** representative(s) are not entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us**.

Conduct of Claims

We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.

Subrogation / Right to Recover

We may at **Our** own expense, take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity provided under this **Policy** and any amounts recovered shall belong to **Us**. **You** agree to provide all reasonable assistance to **Us** to recover such amounts.

The GDPR and Data Protection Act 2018:

For the purpose of providing this insurance and handling of claims or complaints, **We** may need to transfer certain information which **You** have provided to **Us** to other parties. Any information **You** have provided will be dealt with by **Us** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.

General Exclusions

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

1. **You** being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a qualified **Medical Practitioner** but not for the treatment of drug addiction); or
2. If **You** do not hold a full and valid and internationally recognised driving license, or
3. If the driver at the time the claim arises is not a named person on the **Car Rental Agreement**; or
4. If the **Car Rental Agreement** is for longer than:
 - Thirty-one (31) or forty-five (45) continuous days under an annual **Policy**; or
 - One hundred eighty (180) continuous days under a daily **Policy**; or
 - The period for which cover has been purchased.
5. The **Rental Vehicle** is being used in or training for racing competitions, trials, rallies or speed testing; or
6. Driving the **Rental Vehicle** in violation of the terms of the **Car Rental Agreement**; or
7. Any claim relating to persons who are not named on the **Car Rental Agreement**; or
8. Drivers who are aged under twenty-one (21) years or over seventy-five (75) years at the time the **Period of Insurance** commences; or
9. If the **Rental Vehicle** has a retail purchase price in excess of fifty-thousand pounds (£50,000) or is over twenty years (20) years old or has not been manufactured for ten (10) years or more; or
10. The rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than nine (9) people including the driver, motorcycle, moped, motorbike, off-road vehicle or a recreational vehicle, unless shown specifically on the **Insurance Validation Certificate**; or
11. Automobiles or other vehicles which are not **Rental Vehicles** which are rented from a **Car Rental Company**; or Claims arising whilst driving on safaris or adventure trails; or

12. Claims arising in respect of any **Personal Possessions / Property** or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance; or
13. Claims or incidents that may give rise to a claim not notified directly in writing to **Us**, the **Claims Administrator** or the **Intermediary** who arranged this **Policy** on **Your** behalf, details of which **You** can find on **Your** validation certificate within thirty-one (31) days of the date of the incident; or
14. Claims arising from driving whilst not on a **Public Highway**, except when travelling to and from accommodation that is only accessible by a road surface not defined as a **Public Highway** and, in these circumstances, due care and attention must be exercised to minimise risk of any damage to the **Rental Vehicle**; or
15. Any expenses assumed, waived or paid by the **Car Rental Company** or its' own insurers; or
16. Claims for wear and tear, gradual deterioration, insect or vermin, inherent vice or damage; or
17. Any expenses reimbursed by **Your** employer's insurer; or
18. **Your** attempting to commit or committing intentional self-injury or suicide; or
19. Any criminal or illegal act by **You**; or
20. **Your** operational duties as a member of the armed forces; or
21. **You** participating in professional sports; or
22. **Your** deliberate exposure to exceptional danger (other than in an attempt to save human life); or
23. Travel to Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen or any country or with any persons in breach of the Sanctions, Export and Exchange Control clause or where the Foreign & Commonwealth Office advise against all or all but essential travel on or before the date of **Your** travel to on www.gov.uk/foreign-travel-advice; or
24. Driving motorised vehicles for which **You** do not hold a full and valid **United Kingdom**, or internationally recognised driving licence in circumstances requiring that this licence be held; or
25. For any claim or incident occurring prior to the date of the **Car Rental Agreement**; or
26. Loss or damage or expense of whatsoever nature, resulting from, or in connection with, or any action taken in controlling, preventing, or suppressing **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense; or
27. **Your** professional entertaining; or
28. Loss or destruction of or damage to any Personal Possessions / **Property** whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature or arising from:
 - Ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined.