

CAR HIRE EXCESS | INSURE

Single Trip Policy Wording May 2018

Twilo Insurance Ltd,
71-75 Shelton Street,
Covent Garden,
London,
WC2H 9JQ

CLAIMS –

Address:

Phone: E-mail:

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Introduction

Welcome to your Direct Car Excess Insurance policy

Please note: Terms shown in bold in this **policy** have the meanings given to them in the general definitions section on pages 12 to 14.

This **policy** document is only valid when issued in conjunction with a CarHireExcess.insure **policy schedule** and provided the required insurance **premium** has been paid.

The following cover is provided for each **insured person**. It is important that **you** refer to the individual sections of cover for full details of what **you** are entitled to should **you** need to make a claim.

The sections of cover included within **your policy** will depend upon the geographical area for which **you** have purchased cover. This geographical area will be shown on **your policy schedule**.

Table of Benefits for Europe Excess Cover

Section	Cover	Sum Insured up to	
		Per Claim	Per Period of Insurance
A	Accidental Damage, Theft & Loss of Use	£6,000	£7,000
B	Car Rental Keys	£500	£2,000
C	Out of Hours Charges	£50	£200
D	Towing	£1,000	£1,500
E	Misfueling	£500	£1,000

Table of Benefits for Worldwide Excess Cover

Section	Cover	Sum Insured up to	
		Per Claim	Per Period of Insurance
A	Accidental Damage, Theft & Loss of Use	£6,000	£7,000
B	Car Rental Keys	£500	£2,000
C	Out of Hours Charges	£50	£200
D	Towing	£1,000	£1,500
E	Misfueling	£500	£1,000
F	Collision/Loss Damage Waiver	US\$100,000	US\$100,000

General information about this insurance

Insurance provider

This insurance is underwritten by , Gibraltar which is authorised and regulated by the Financial Services Commission of Gibraltar. This can be checked by visiting the Regulated Entities Register (www.fsc.gi).

This policy is sold and administered by Twilo Investments Ltd on behalf of.

Twilo Investments Ltd is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts.

Registered address: Twilo Investments Ltd, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

Your Single Trip car hire excess insurance

This **policy** wording along with **your policy schedule** and any appropriate **endorsements** detail and explain what **you** are covered for and what **you** are not covered for.

Different levels of cover may apply depending on whether **you** have bought a Europe Excess or Worldwide Excess Insurance policy. Please refer to the **Table of Benefits** on pages 3 and 4.

We have relied on the information provided to **us** by **you** or on **your** behalf in connection with **our** agreement to provide insurance to **you** and the agreement is based upon that information. For this contract to be valid, all the information given to **us** by **you**, or on **your** behalf, must be true, complete and up to date. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, **you** must tell **us** as soon as is reasonably possible, as this may affect **your policy** and **your** ability to claim under it.

Please read this **policy** wording to make sure that the cover meets **your** needs and please check the details outlined within **your policy schedule** and any applicable **endorsements** to make sure that the information shown is correct.

Law and Jurisdiction

This **policy** will be governed by English law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us** before the commencement date.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

Data Protection

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

We are the **Data Controller** for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products.

You are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under Data Protection Legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes without your prior written consent. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

To opt-out of marketing communications contact **us** by e-mail at: contact@carhireexcess.insure or by writing to: CarHireExcess.insure, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

If **you** opt-out **we** may still send **you** other important communications, e.g. communications relating to administration of **your** insurance **policy** or claim.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: contact@carhireexcess.insure or write to CarHireExcess.insure, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. More details about **our** use of Personal Information can be found in **our** full Privacy Policy www.carhireexcess.insure/privacy-policy or **you** may request a copy using the contact details above.

Important things you need to know about your policy before you hire a car

Residency

The **policyholder** and all **insured persons** must have their main residence in the **United Kingdom** at the time **you** buy this **policy**.

Residents of the Channel Islands and the Isle of Man must have their main residence in the Channel Islands or Isle of Man respectively.

Cancellations and Refunds

The policyholder's right to cancel the policy within 14 days of purchase ("cooling-off" period)

If this cover is not suitable for **you** and **you** want to cancel **your policy**, the **policyholder** must contact **us** by phoning 0207 377 2166, emailing cs@carhireexcess.insure or by writing to CarHireExcess.insure, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. within 14 days of buying this **policy** or the date **you** receive **your policy** documents. In line with the conditions below **we** will refund the **premium** the **policyholder** has paid within 30 days of the date they **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy** within the 14-day cooling-off period, the **policyholder** will not be entitled to a refund of the **premium**.

The policyholder's right to cancel the policy outside the 14-day cooling-off period

If **you** decide this cover is no longer suitable for **you** and **you** want to cancel this **policy** after the 14 day cooling-off period, the **policyholder** must contact **us** by phoning 0207 377 2166, emailing cs@carhireexcess.insure or by writing to CarHireExcess.insure, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. In line with the terms outlined below **we** will refund a proportion of the **premium** the **policyholder** has paid within 30 days of the date the **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have not collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy**, the **policyholder** will be entitled to a proportionate refund of the **premium** paid.

Our right to cancel the policy

We have the right to cancel this **policy** by giving at least 30 days' notice in writing to the **policyholder** at their last known address where **we** have valid reasons for doing so. Valid reasons include but are not limited to:

- (a) any failure by the **policyholder** to pay the **premium**;
- (b) failure to comply with the General Conditions on page 16 of this **policy**. **We** may cancel where the failure is incapable of remedy or the **policyholder** fails to remedy within 14 days of receiving written notice from **us** requiring the **policyholder** to remedy the breach. If the **policyholder** pays the **premium** in advance on an annual basis, provided a claim has not been made during the **period of insurance**, the **policyholder** will receive a proportionate refund of the **premium** paid from the effective cancellation date following the expiry of the 30 days' notice; and/or
- (c) where there is evidence of fraud.

The **policyholder** is responsible for promptly telling other **insured persons** that the **policy** has been cancelled.

Age Limits

The **policyholder** and all **insured persons** must be between 21 and 85 years of age at the date of buying this **policy**.

Cover Options Available

This **policy** gives **you** cover for an unlimited number of rentals within the **period of insurance** provided no single **car rental agreement** lasts longer than 62 days.

Please note:

Cover cannot start if **you** have already collected **your rental car** before the commencement date of **YOUR** policy.

If **you** hire a car for longer than 62 days on a single **car rental agreement**, cover will cease on the 62nd day.

The person named as the lead driver on the **car rental agreement** must be the **policyholder**.

Geographical areas

One of the following areas will be shown on **your policy schedule**. This describes the area of the world which this **policy** provides cover for you to hire a car.

Europe

The continent of Europe, including the **United Kingdom** and all countries west of the Ural Mountains, islands in the Mediterranean, the Canary Islands, Madeira, Turkey, the Azores and Iceland, but not including Egypt, Israel, Morocco and Tunisia.

Worldwide

Anywhere in the world* apart from Afghanistan, Liberia or Sudan.

Please note:

*No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the **car rental agreement** commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel.

Period of insurance

Cover under all sections starts on the first day of the **period of insurance** as time stamped on **your policy schedule** and when the **rental car** has been collected and is in **your** possession. Cover cannot start if **you** have already collected **your rental car** before the commencement date and time of **your policy**.

Cover ends at the end of the day of the **period of insurance** as shown on **your policy schedule** or when **you** return the **rental car** to the **car rental company** if earlier.

You are covered for an unlimited number of rentals within the **period of insurance** provided no single **car rental agreement** lasts longer than 62 days.

How to make a Claim

You must register a claim under all sections by contacting **us**:

Phone:

E-mail:

Please note

All claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim.

Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

In the event of a legal liability claim, **you** must not settle, reject, negotiate or agree to pay any claim without **our** written permission.

You can find our claim form and the list of documents required to support **your** claim on our website at www.carhireexcess.insure/claim Alternatively _____ are open Monday to Friday between 9am and 5pm. A claim form can be sent to **you** as soon as **you** tell **us** about **your** claim.

We will ask **you** to complete a claim form and to provide at **your** own expense all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, **we** may reject the claim.

Relevant information is likely to include, but not limited to:

1. A copy of the **car rental agreement**
2. A copy of the damage receipt (if separate from the **car rental agreement**)
3. If the incident by law requires the attendance of the police, **we** will require a copy of the police report
4. **Your** copy of the **rental company's** damage report
5. Invoices, receipts or other documents confirming the amount **you** have paid in respect of the loss or damage for which the **rental company** holds **you** responsible
6. A copy of **your** credit card statement or other proof of payment showing payment of the damages claimed
7. A copy of **your** driving licence
8. For legal liability claims, all correspondence **you** may receive from the third party in addition to the documents listed at 1-7 above if applicable

To help **us** prevent fraudulent claims, **we** store **your** personal details on computer and **we** may transfer them to a centralised system. **We** keep this information in line with the conditions of the Data Protection Act. Full details are provided on page 6, 'Data Protection - How **we** use Personal Information'.

How to make a Complaint

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 **Policyholder/Insured Person** to help **us** deal with **your** comments quickly.

Write to:

Call:

Email:

Lines are open Monday to Friday 9am – 5pm, excluding bank holidays. The Customer Relations free call number may not be available from outside of the **UK** – so please call **us** from abroad on +44 XXX.

We will acknowledge the complaint within 5 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **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:
0800 023 4567 or 0300 123 9123

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

Online: www.financial-ombudsman.org.uk

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/>

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

Financial Services Compensation Scheme (FSCS)

is 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** and on **020 7741 4100**, or **0800 678 1100**.

General Definitions

Wherever the following words or phrases appear in the policy wording in **bold print** they will always have the meanings shown under them. Plural forms of the words defined have the same meaning as the singular form.

Accident

A sudden, unexpected, and specific event, external to the body which occurs at an identifiable place and time

Accidental damage

A sudden, unexpected and specific event occurring at a definable time and place causing physical damage to the insured **rental car** or any third party property not otherwise specifically excluded from this **policy**

Benefit

The amounts payable in the **table of benefits** shown on pages 3 and 4 of the **policy**

Car rental agreement

The car rental contract for a period of no longer than 62 days signed by the **policyholder** that states the monetary amount to which **you** are responsible

Commercial Vehicle

Any vehicle considered to be a commercial vehicle including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

Data Controller

The Insurer, who determines the purposes and means of processing Your personal data.

Data Protection Legislation

The Data Protection Act 1998 and the EU General Data Protection Regulation 2016/679 (GDPR) and any successor legislation to the GDPR or the Data Protection Act 1998

Doctor

A registered medical practitioner who is not **you**, or related to **you**, or works for **you** who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practise medicine

Endorsement

Any terms and conditions additional to this **policy** and specified on **your schedule**

Geographical limit of cover *:

- **Europe**
The continent of Europe, including the **United Kingdom** and all countries west of the Ural Mountains, islands in the Mediterranean, the Canary Islands, Madeira, Turkey, the Azores and Iceland, but not including Egypt, Israel, Morocco and Tunisia.
- **Worldwide**
Anywhere in the world apart from Afghanistan, Liberia or Sudan.

Gradually operating cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident**

Insured person

The **policyholder** and any additional persons who have been named on the **car rental agreement** for the particular trip, provided that all such persons are legally licensed to operate and drive the **rental car** and aged between 21 and 85 years

Operative time

Whilst **you** are driving, seated as a passenger, getting in and out of, loading or unloading, carrying out emergency roadside repairs to and re-fuelling **your rental car** during the **period of insurance** and within the **geographical limits of cover**

Period of insurance

The period specified on **your schedule**

Policy

This insurance document setting out the terms and conditions of the insurance which together with **your schedule** forms **your** legal contract of insurance

Policyholder

The person who applied and paid for this **policy** who is shown on **your schedule** and named as the lead driver on the **car rental agreement**

Premium

The amount the **policyholder** agrees to pay **us** in return for the entitlements and benefits under this **policy** as stated on **your schedule**

Rental car

Any car, except any vehicle excluded under clause 4 of the General Exclusions, rented under the **car rental agreement** on a daily or weekly basis from a **rental company**

Rental Company

A car rental company or agency, which must be fully licensed with the regulatory authority of the country, state or local authority in which the car rental company or agency operates

Schedule

The schedule issued to **you** and any **endorsement** attaching to it

Table of benefits

The part of this document that describes how much **we** will pay for the type of claim made by **you**

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

You/Your

The **insured person(s)**

War

Military action, either between nations or resulting from civil war or revolution

We/Us/Our

* **Please Note** – No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the trip commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel

General Conditions

The following conditions apply to all sections of this insurance.

1. When completing an application for this **policy**, or to vary or renew this **policy**, **you** must take reasonable care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. This information **you** provide to **us** may affect **our** ability to renew, or vary **your** coverage under this **policy** or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell **us** as soon as is possible as this may affect **your policy** and **your** ability to claim under it.
2. To receive cover under this **policy**, the **policyholder** must be named as the lead driver on the car rental agreement.
3. This **policy** is non-transferable or assignable unless agreed by **us** in writing.
4. **You** must take all reasonable precautions to protect the **rental car** against loss and shall use the **rental car** in accordance with the **car rental agreement** terms and conditions.
5. The **benefits** detailed in this **policy** are only payable to **you** or **your** legal representative and any claim may only be presented by **you** or **your** legal representative.
6. Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **policyholder's** application for this **policy** or in connection with a claim will make this **policy** invalid. In this event, **we** will not refund any **premium** and **we** will not consider for payment any claims which have not already been submitted to **us**. Where claims have been made by **insured persons** (other than the **policyholder**) under this **policy**, but remain unpaid, prior to the discovery of the fraud, deliberate dishonesty or deliberate hiding of information where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.
7. Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this **policy** invalid so far as it concerns cover for that **insured person**. If this happens, the **insured person** will lose any **benefit** due to them.
8. If any claim is found to be fraudulent, or if **you** give misleading information when making a claim, the claim may be declined in part or in full and **you** shall forfeit all entitlements and **benefits** under this **policy**. No refund of **premium** will be allowed and **we** may inform the police, government or other regulatory bodies in these circumstances.
9. In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** legal right to pursue that third party. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay any costs or expenses involved in exercising **our** right against such third party.
10. All claims must be notified as soon as is reasonably possible after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in **you** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.
11. Only **you** (or **your** executor or personal representative in the event of **your** death) and **us** may enforce the terms of this **policy** and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

General Exclusions

General exclusions apply to all sections of this **policy**. In addition to these general exclusions, please also refer to 'What **you** are not covered for' under each **policy** section as this sets out further exclusions which apply to certain sections.

We will not cover the following:

1. Any claim where the required **premium** has not been paid in full
2. Any claim incurred outside of the **period of insurance**
3. Any claim incurred by drivers:
 - (i) who are not named on the **car rental agreement**
 - (ii) who are under 21 years of age or over 85 years of age
 - (iii) who do not hold a full Driving Licence issued in the **UK**, EEA or Switzerland which is valid in the country of hire
 - (iv) whose main residence is located outside the **United Kingdom**
4. Any claim arising from the rental of:
 - (i) any vehicle other than the **rental car** (as specified on the **car rental agreement**)
 - (ii) motor homes, camper vans, trailers or caravans, trucks, **commercial vehicles**, goods carrying vans, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles and passenger vans and vehicles with more than 9 seats
 - (iii) any vehicle which has a retail value when new in excess of £60,000 and has a 0- 62mph (0-100kph) time of less than 7.5 seconds
 - (iv) any vehicle which is over 20 years old
5. Any claim arising from **you** being involved in any deliberate, malicious or reckless act
6. Any claim arising from the operation of the **rental car** in violation of the terms of the **car rental agreement**
7. Any claim arising whilst driving in violation of the road laws of the country of hire
8. Any claim occurring while driving off-road other than on a properly maintained private road
9. Any claim arising where the **rental car** is used in, or training for, racing competitions, trials, rallies or speed testing
10. Any claim arising out of driving as **your** occupation or profession or rentals for business use
11. Damage to the **rental car's** interior unless the damage is as a result of an accidental collision, fire, theft or vandalism
12. Any claim arising from wear and tear, gradual deterioration, insect or vermin, hidden defect or inherent damage of the **rental car**
13. Any claim as a result of mechanical or electrical breakdown, other than towing costs
14. Claims where the claims notification has not been made by **you** as soon as reasonably practicable after the event which causes **you** to submit a claim (see pages 9 to 10 for How to make a Claim)
15. Any claim arising from:
 - deliberately self-inflicted injury or illness,
 - the use of drugs other than in accordance with the manufacturer's instruction or as prescribed and directed by a registered **doctor**,
 - the use of drugs for the treatment of drug addiction,

- the use of any illegal drugs or substances,
 - the misuse of a solvent or solvents by inhalation, or
 - deliberate or reckless exposure to danger (except in an attempt to save human life)
16. Any claim caused by **you** whilst driving while the alcohol level in **your** blood is higher than the legal limit of the country where the claim occurs
 17. Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed in sections A to F, for example, loss of earnings if **you** cannot work), unless the claim relates to legal liability
 18. Any claim for interest, credit card, commission or currency conversion fees
 19. Any claim arising from any journey outside of the **geographical limit of cover**
 20. Any claim arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hire a car in a specific country or area where, prior to the trip commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel
 21. Any claim if **you** or any person likely to be involved in a claim are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons
 22. Any expenses assumed, waived or paid by the **rental company** or its insurers
 23. Expenses reimbursed by **your** employer's insurer
 24. Any claim arising from property that has been confiscated, destroyed or seized by any government or public entity
 25. Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any territory or jurisdiction
 26. Any obligation for which **you** may be held liable under any employment law, disability benefits or unemployment law or any similar law
 27. Any claim arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants
 28. Any claim which, but for the existence of this **policy**, should be recoverable under any other insurance policy
 29. Any claim arising from, or in connection with, any fraudulent, dishonest or criminal act committed by **you** or any person with whom **you** are in collusion (including loss or damage arising from, or in connection with, transporting contraband or illegal trade)
 30. Any claim due to :
 - (i) smoke, lightning, wind, earthquake, volcanic eruption, tidal wave, landslide, hail, vermin or insects
 - (ii) mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure, unless such failure results in an accidental collision
 - (iii) pressure waves from aircraft or other aerial devices travelling at supersonic speeds
 - (iv) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
 - (v) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 31. Any claim resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim;

- (i) **war**, invasion, acts of foreign enemies, hostilities, or warlike operations (whether **war** is declared or not), civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
- (ii) any act of terrorism, meaning an act including but not limited to 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

Sections of Cover

Section A – Accidental Damage, Theft & Loss of Use

We will pay up to the amount shown in the **table of benefits** for:

- the excess for which **you** are liable to pay under the terms of the **car rental agreement** as a result of:
 - **accidental damage;**
 - fire;
 - vandalism;
 - theft; and
- damage to **your rental car's** windows and tyres, the undercarriage and the roof.

What you are not covered for under section A

1. Any claim where the **policyholder** has not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**
2. Any claim arising from theft, attempted theft or vandalism which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft, attempted theft or vandalism or where an official police report has not been obtained
3. Any collision which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law

Section B - Car Rental Keys

We will pay up to the amount shown in the **table of benefits** for:

- the cost of replacing a lost, stolen or damaged **rental car** key;
- the cost of replacement locks; and
- locksmith charges.

What you are not covered for under section B

1. Any claim where the **policyholder** has not accepted the **rental company's** liability insurance (Collision Damage Waiver) at the rental counter or where liability insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**.
2. Any claim arising from theft which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft or where an official police report has not been obtained
3. Any loss which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law

Section C – Out of Hour Charges

We will pay up to the amount shown in the **table of benefits** for an unscheduled flight delay, resulting in a charge being incurred through the **rental company** for the collection of the **rental car** out of standard hours.

Please be advised **you** will be required to provide proof of the unscheduled flight delay in the event of a claim.

Section D – Towing

We will pay up to the amount shown in the **table of benefits** for towing charges if not covered under the terms of the **car rental agreement**.

Please note: If the **rental car** needs to be towed, **you** should contact the **rental company** in the first instance as these costs may already be covered under the terms of the **car rental agreement**.

Section E – Misfueling

We will pay up to the amount shown in the **table of benefits** for costs incurred for cleaning out the engine and fuel system in the event that **you** put the wrong type of fuel in **your rental car**.

Section F – Collision/Loss Damage Waiver

We will pay up to the amount shown in the **table of benefits** for costs incurred during **period of insurance**, as a result of damage, fire, vandalism, theft or loss of use of the **rental car** issued for business or pleasure in USA and Canada including the Caribbean, South and Central America, up to the lower of US\$100,000 (or the equivalent in local currency), or the value of the **rental car**.

The indemnity provided by this Section F shall apply only in excess (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the **policyholder**.

What you are not covered for under section F

1. Any claim where the **policyholder** has not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**
2. Any claim arising from theft, attempted theft or vandalism which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft, attempted theft or vandalism or where an official police report has not been obtained
3. Any collision which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law

Summary of important contact details

CUSTOMER SERVICE FOR EXISTING POLICYHOLDERS

E-mail: cs@carhireexcess.insure

Office Hours are open Monday to Friday between 9am and 5pm

CLAIMS –

Address:

Phone: E-mail:

The claims department are open Monday to Friday between 9am and 5pm.

Sales – online only – Website – CarHireExcess.insure

