



CAR HIRE EXCESS INSURANCE POLICY WORDING

Annual multi -trip and single-trip insurance



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THE INSURANCE CONTRACT

ABOUT YOUR INSURANCE POLICY

Throughout **Your Policy**, certain words have special meanings and these are listed and explained in the section “Words with Special Meanings”. These words are highlighted in bold wherever they appear. To be eligible for cover under this **Policy**, **You** must be:

- a. Aged 18 or over and 85 or under at the start of the **Policy period**; and
- b. Resident in the **United Kingdom**, meaning that **You**:
 - Have an address in the **United Kingdom**; and
 - Have lived in the **United Kingdom** for at least 6 of the last 12 months;
 - Must hold a valid full UK or internationally recognised driving licence.
- c. Named on the **Vehicle rental agreement** as the **Main driver** or a **Named driver**.

The maximum duration of cover available, unless otherwise shown on **Your Policy schedule**, is:

- 94 days for Single-trip policies.
- 62 days per trip for Annual multi-trip policies.

If **You** have any queries about **Your** cover, **You** can call **Our** Customer Helpline on 0208 1593 485 and tell **Us Your Policy** number. **We** want **You** to get the most from **Your Policy** and to do this **You** should:

- Read **Your Policy** carefully and make sure it meets **Your** needs.
- Make sure that **You** understand the conditions and exclusions which apply to **Your Policy** because if **You** do not meet these conditions it may affect any claim that **You** make.

Remember, no **Policy** covers everything. **We** do not cover uninsured losses e.g. the cost of obtaining a Police or medical report. Each section of the **Policy** has a limit on the amount **We** will pay under that section, called the sum insured. Some sections also include inner limits e.g. for a single item under the **Personal Possessions** section. The sums insured and inner limits for each section are shown in the “Table of Benefits”.

The things which are not covered by **Your Policy** are stated in:

- The “General **Policy** Exclusions”
- “What is not covered” in each section of cover

ABOUT YOUR CONTRACT

Your Policy is a legal contract between **You** and **Us**. The two parts – **Your Policy wording** and **Your Policy schedule** – make one legal document and **You** must read them together.

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing.

If there is any disagreement, **We** will use **Your Policy** over any other assurances or statements, unless they are confirmed in writing and form part of the **Policy**.

All communication between **You** and **Us** will be in English.

Your Policy is based on all the information **You** gave **Us** about **You**, the person(s) named on **Your Policy Schedule**, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance. Every time **We** or **You** make a change to **Your** insurance **We** will send **You** a new **Policy schedule**. If **You** have purchased Annual multi-trip insurance, **We** will remind **You** of the details of **Your** insurance at least every 12 months. This will allow **You** to check that **Your Policy** still meets **Your** needs.

THE INSURERS

All sections:

The Insurers

This policy is insured by Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting; register.fca.org.uk

This policy is underwritten by **ERGO TIS**, registered in England and Wales, company number 11091555. **ERGO TIS** is authorised and regulated by the Financial Conduct Authority, register number 805870, with registered office at 10 Fenchurch Avenue London, EC3M 5BN.

COMPENSATION SCHEME

If **You** are resident in England, Scotland, Wales or Northern Ireland, **You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

OUR PART OF THE CONTRACT IS AS FOLLOWS

We provide the cover set out in **Your Policy**. The 'Table of Benefits' shows the sums insured for each section and sub-section of cover. This cover will only apply to the named **Insured person(s)**, during the **Policy period** and within the geographical limits all shown on **Your Policy schedule**.

YOUR PART OF THE CONTRACT IS AS FOLLOWS

You must pay the premium for each **Policy period**. **You** can pay the premium with a debit or credit card or any other agreed method.

START AND END OF COVER

Cover for **Your Insured journey** starts on the date shown on **Your Rental period** and ends at the end of **Your Rental period**, unless otherwise agreed by **Us** in writing. **Your Rental period** must not begin before or end after the **Policy period**.

CANCELLING OR AMENDING YOUR POLICY

Within the 14 day cooling-off period

Please tell **Us** immediately if **Your policy** does not meet **Your** requirements. If **You** cancel **Your** policy within 14 days of the receipt of **Your** documentation and **You** have not started a trip, **We** will give **You** a full premium refund.

Outside of the 14 day cooling-off period

Following this 14 day period, **You** continue to have the right to cancel **Your policy** at any time either online via **Your** Customer Zone or by contacting **Us** on +44 (0) 208 1593 485

If **You** are cancelling an Annual multi-trip **You** will receive a pro rata premium refund.

If **You** are cancelling a Single trip **Policy** and **You** have not started **Your** trip **We** will give **You** a full premium refund. If **You** cancel on or after the start of **Your** trip no premium refund will be made.

Please note that **We** will not provide any premium refunds if **You** have made or intend to make a claim.

Once **Your Policy** has been cancelled **Your** cover will end and **You** will not be able to make a claim.

RENEWING YOUR ANNUAL MULTI-TRIP

Unless **You** have advised **Us** that **You** do not want **Your** Annual multi-trip **Policy** to be automatically renewed, or **You** no longer meet the eligibility criteria, **We** will send **You** a renewal invitation approximately one month before **Your** renewal date.

If **You** renew on a continuous payment method, **We** will automatically renew **Your Policy** each year using the payment details **You** have given **Us**. Please contact **Us** prior to **Your** renewal date if **You** wish to renew using a different payment method and/or if **You** need to update the information **You** have given **Us** about **Your** personal circumstances. If **You** do not do so it may invalidate the cover provided.

FRAUD

The contract between **You** and **Us** is based on mutual trust.

However, if anyone named on **Your Policy schedule** or anyone acting for **You** provides false information or documentation or withholds important information to obtain cover under **Your Policy** for which **You** do not qualify, or to obtain cover at a reduced premium, then:

- **Your Policy** may be void; and
- **We** may be entitled to recover from **You** the amount of any claim already paid under **Your Policy**; and
- **We** will not return any premium paid; and
- **We** will inform the Police and criminal proceedings may follow.

In addition, in the event that anyone named on **Your Policy schedule** or anyone acting for **You**:

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or **Damage** caused by **You**/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which **You** would not otherwise be entitled;

Then **We**:

- Will not pay any part of the claim; and
- Will, at **Our** option, cancel **Your Policy**; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

CONDITIONS WHICH APPLY TO YOUR POLICY

We would like to draw **Your** attention in particular to some of the conditions **You** must meet as **Your** part of the contract. Other conditions are shown in the "General **Policy** conditions", in "Claims conditions" and within each section of cover as "Additional conditions applying to this section". If **You** do not meet these conditions, **We** may not pay **Your** claim.

WORDS WITH SPECIAL MEANINGS

The following are defined terms which will have the same meaning and appear in bold wherever they appear in the **Policy wording**:

Accident/Accidental

A sudden, unexpected, specific, violent, external, visible, chance event which occurs at a single identifiable place and time.

Cash

Valid coins, bank and currency notes.

Consent

- a. **Your** agreement on **Your** own behalf; and,
- b. Where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and
- c. **Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and
- d. **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the **Policy** but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

Cyber-attack

The use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

Damage

External **damage** to **Your Insured vehicle** caused by fire, vandalism, **Accident** or attempted theft, occurring during **Your Rental period**.

ERGO TIS/We/Our/Us

ERGO TIS on behalf of Great Lakes Insurance UK Limited.

Excess/Deposit

The amount stated in the **Vehicle rental agreement** for which **You** are responsible in the event of **Damage**.

Gadget

A **Gadget** can be any one of the following items: Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones,

Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Home

Your principal place of residence, which is used for domestic purposes, within the **United Kingdom**.

Insurance event

One occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

Insured journey

A pre-booked **Leisure trip**, started and ended during the **Policy period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**. Please note if **You** are planning to stay with a family member, cover would still apply - subject to the same terms and conditions.

For an Annual multi-trip **Policy**, a journey that is started within the **Policy period** is only covered until the end of the **Policy period** unless the **Policy** is renewed prior to expiry.

Insured person / You / Your

Any person named on the **Policy schedule** who is eligible to be insured and for whom the premium has been paid.

Insured vehicle

The vehicle rented under a **Vehicle Rental Agreement** within the area of cover detailed on **Your Policy schedule** and which **You** have agreed to hire from them according to the terms of **Your Vehicle rental agreement**. The vehicle must:

- be no more than 10 years old;
- have no more than 9 seats;
- not be a motorhome, caravan or quadbike;
- not be a commercial vehicle, minibuss, motorcycle, moped, van, campervan, trailer, truck, vehicle intended to be used off road, horsebox or electric motor bike;
- have a retail purchase price of less than £70,000.

Leisure trip

A journey solely for holiday or leisure purposes.

Main driver

A person authorised to hire and drive the **Insured vehicle** independently of any driver.

Note: Multiple **Main Drivers** are only available on the Annual multi-trip **policies**.

Named driver

A person named on the **Policy schedule** who is authorised to drive the **insured vehicle** independently of any driver, but is unable to hire the **insured vehicle** without the **Main driver**.

Personal money

Credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards or other securities belonging to **You**.

Personal possessions

Baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired during, an **Insured journey** by **You**, and which are owned by **You** including **Valuables** and gifts purchased outside of **Your** country of residence (but excluding **Personal money** and **Gadgets**).

Policy

The contract of insurance consisting of the **Policy wording** and **Your Policy schedule**.

Policy period

The period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on **Your Policy schedule**.

Policy schedule

The certificate of insurance as amended or endorsed from time to time.

Policy wording

This document.

Public thoroughfare

A road, street or bridge that is constructed and maintained by the state or a public authority such as the Public Highway Authorities.

Public transport

Any publicly licensed train, tram, bus, coach, ferry service or airline flight operated according to a published timetable.

Relative

Your spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriagelike relationship, son, daughter (including adopted or foster child), mother, father, sister, brother, grandmother, grandfather, grandchild, fiancé(e) and next of kin, including the same in-law and steprelations.

Rental company

A car **rental company** or agency which must be fully licensed with the regulatory authority of the country, state or local authority where the **Insured vehicle** is collected.

Rental period

The dates **You** have arranged to hire the **Insured Vehicle**, as confirmed on **Your Vehicle Rental Agreement**.

- **You** will only be covered if **You** are aged between 18 and 85 at the date **Your Policy** was issued.
- Any other trip which begins after **You** get back is not covered.
- A trip booked to last longer than 94 consecutive days for single trip policies (62 consecutive days for Annual multi-trip **Policies**) is not covered.

Single item limit

The maximum amount **We** will pay for any one item, pair or set of items belonging to **You**. A pair or set is any number of items that belong together or can be used together.

Sports equipment

Those articles which are usually worn, carried or held in the course of participation in a recognised sport.

Strike or industrial action

Any form of industrial action taken by workers that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism/Terrorist act

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system or network, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following apply:

- a. The apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or
- b. The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- c. The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Valuables

Jewellery, antiques, articles made of gold, silver or other precious metals, precious or semi-precious stones, musical instruments, furs, watches and binoculars.

Vehicle rental agreement

The contract of hire between the **Rental company** and the **Insured person**, which is signed by **You** and that states the **Excess/Deposit You** are responsible for, following **Damage** to the **Insured vehicle** during the **Rental period**.

Note: This **Policy** is not a motor insurance **Policy**, nor is it a primary **Damage Policy** covering the **Insured vehicle**. The “**Excess/Deposit Reimbursement**” section of this **Policy** only covers the amount of the **Excess/Deposit You** are responsible for under the terms of **Your Vehicle Rental Agreement** and not the full value of the **Insured vehicle** itself. For cover to apply on this **Policy**, **You** must also have taken out separate Collision **Damage Waiver (CDW)** or Loss **Damage Waiver (LDW)** insurance to cover **Your Rental Vehicle**.

War and civil unrest

- a. Any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or
- b. The explosion of war weapon(s), utilisation of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured person** or of the country in which the act occurs.

GEOGRAPHICAL REGIONS OF TRAVEL

In order to charge a fair price for **Our** insurance, **We** divide the world into areas of higher and lower risk. These areas are defined below. **You** will also see them on **Our** website www.che.insureandescape.com when **You** obtain a quotation or buy a **Policy** and on **Your Policy schedule**.

However, some countries or areas are considered too dangerous for travel and **We** will not cover **You** if **You** choose to travel there. **We** define these to be areas which are subject to **War and civil unrest** or where the Foreign, Commonwealth & Development Office (FCDO) has issued "advice against all but essential travel" or "advice against all travel". **You** can find this Foreign Travel Advice about any country **You** are planning to travel to at <https://www.gov.uk/foreign-travel-advice>

SINGLE-TRIP POLICIES

United Kingdom

England, Scotland, Wales and Northern Ireland.

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, the Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, the Faroe Islands, Finland (including Lapland), France, Georgia, Germany, Gibraltar, Greece (including the Greek Islands), Hungary, Iceland, Ireland (Republic), Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, the Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, the Channel Islands, the **United Kingdom** and the Vatican City.

Australia/New Zealand

Australia and New Zealand.

Worldwide excluding USA, Canada, Mexico and the Caribbean

All countries of the world EXCEPT:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/ St Martin, St Pierre and Miquelon, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

Worldwide including USA, Canada, Mexico and the Caribbean

All countries of the world.

ANNUAL MULTI-TRIP POLICIES

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, the Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, the Faroe Islands, Finland (including Lapland), France, Georgia, Germany, Gibraltar, Greece (including the Greek Islands), Hungary, Iceland, Ireland (Republic), Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, the Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, the Channel Islands, the **United Kingdom** and the Vatican City.

Worldwide excluding USA, Canada, Mexico and the Caribbean

All countries of the world EXCEPT:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/ St Martin, St Pierre and Miquelon,

St Thomas, St Vincent and the Grenadines, Trinidad and Tobago,
Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

Worldwide including USA, Canada, Mexico and the Caribbean

All countries of the world.

CLAIMS CONDITIONS

Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **Policy** will be lost.

Making a claim

You must notify Davies Claims Service as soon as possible when something happens that will or might result in a claim.

FOR ALL CLAIMS

1. Check the **Policy schedule** and **Policy wording** to see whether the loss is covered.
2. Submit **Your** claim online via Davies claims: <https://carhireexcess.davies-group.com>
3. Alternatively **You** can contact Davies Claims Service (open Monday to Friday, 09.00 to 17.00), as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.

Davies Building, PO Box 1392, Preston, PR2 0XE.
Email: carhireexcess@davies-group.com
Tel: +44 (0) 344 856 2469

We can send **You** a claim form either by post or by email.

4. The claim form will tell **You** what documentation **We** require in order to process **Your** claim. **We** reserve the right to require additional documentation at any time.
5. **You** must obtain, keep and produce at **Your** own expense all receipts, invoices, reports and other documentary evidence required by **Us** to support **Your** claim. Original documents (not photocopies) will be required.

FOR PERSONAL POSSESSIONS CLAIMS

1. If **Your** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent and get a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all **Damage** claims obtain an estimate for repairs.
3. **You** must report all theft or losses (except when checked-in baggage is lost by the carrier) to the Police within 24 hours of discovery and get a written Police report.

No interest

No interest shall be added to any claims payments.

Other insurance

If **You** claim under this **Policy** for something which is also covered by another insurance **Policy**, including credit card insurance, **You** must provide **Us** with full details of the other insurance **Policy** as **We** will only pay **Our** proportionate share of any claim.

Rights and responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or **Damage** or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **Us**.

Claims Forms

Call Davies Claims Service or download the appropriate claim form(s) from:
<https://carhireexcess.davies-group.com>

TABLE OF BENEFITS

Section	Cover	Limit (up to)
1	Excess/Deposit reimbursement	£7,500 (£10,000 within the Policy Period)
2	Misfuelling cover	£500 (£1,000 within the Policy Period)
3	Personal possessions	£300
	- Single item, pair or set	£150
	- Valuables	£150
	- Tobacco, alcohol, fragrances	£50
4	Rental key cover	
	- Lost, stolen or damaged keys	£500 (£2,000 within the Policy Period)
	- Lock out	£200
5	Rental vehicle breakdown recovery	£500

SECTION 1: EXCESS/DEPOSIT REIMBURSEMENT

Note: This section only covers reimbursement of the **Excess/Deposit** for which **You** are responsible under the terms of **Your Vehicle rental agreement** (within the limits of this **Policy**) and not the actual cost of **Damage** to the **Insured vehicle**.

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

A. Your insured rental vehicle suffering **Damage**.

What is covered

1. The **Excess/Deposit** amount applied to **Your** vehicle hire insurance following **Damage** to the **Insured vehicle's**:
 - a. Roof; or
 - b. Windscreen, windows or sunroof glass; or
 - c. Undercarriage, including wheels, exhaust and suspension; or
 - d. Bodywork including external panels, paintwork and external lights; or
 - e. Each tyre that needs repair or replacing.

What is not covered

1. Any claim where **You** have not followed the terms of the **Vehicle rental agreement**.
2. The actual cost of the **Damage**.
3. Any claim relating to **Damage** to the interior of the **Insured vehicle**.
4. Mechanical failure of the **Insured vehicle**.
5. Misfuelling of the **Insured vehicle**.
6. General wear and tear.
7. Anything mentioned in the “General **Policy** Exclusions”.

SECTION 2: MISFUELLING COVER

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

What is covered

We will pay up to £500 for each misfuel incident (up to £1,000 in total within the **Policy period**) for one of the following if **You** accidentally add the wrong fuel to the **Insured vehicle** and it is at risk of being damaged:

1. The cost to take **You**, the **Insured vehicle** and up to 8 passengers to a garage to drain the contaminated fuel and flush the fuel system; or
2. The cost for a technician to attend the **Insured vehicle** at the roadside to drain the contaminated fuel and flush the fuel system.

What is not covered

1. Claims for flushing the fuel system if the engine has been damaged by the misfuelling.
2. Anything mentioned in the “General **Policy** Exclusions”.

SECTION 3: PERSONAL POSSESSIONS

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following loss or theft of, or **Damage** to, **Your Personal possessions** during an **Insured journey**.

What is covered

1. The cost of the replacement, reinstatement or repair of **Your Personal possessions** subject to wear and tear and depreciation up to the sums insured shown in the “Table of Benefits”.

What is not covered

1. Any amount over the **Single item limit** as shown in the “Table of Benefits” for any one item, pair or set of items that belong together or can be used together.
2. Any amount over the total **Valuables** limit as shown in the “Table of Benefits”.
3. Any loss or theft of **Your Personal possessions** which are subsequently recovered.
4. Any claim if **Your Personal possessions** are confiscated or detained by Customs, the Police or other authorities.
5. Any **Damage** to **Your Personal possessions** due to:
 - a. Scratching or denting unless the item has become unusable as a result of this; or
 - b. Mechanical or electrical breakdown; or
 - c. Leaking powder or fluid carried within **Your** baggage; or
 - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
 - e. Any process of cleaning, dyeing, repairing or restoring.
6. Any loss or theft of, or **Damage** to, **Your Personal possessions**:
 - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious **Damage** only); or
 - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
 - c. Whilst being shipped as freight or under a bill of lading; or
 - d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant, beach, etc; or
 - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and **Valuables** from an unattended vehicle at any time; or
 - f. From a roof or boot luggage rack at any time; or
 - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
7. Any loss or theft of, or **Damage** to:
 - a. Golf equipment; or
 - b. Bicycles.
8. Any loss or theft of, or **Damage** to:
 - a. Fragile articles, business goods or samples; or
 - b. **Sports equipment** whilst in use; or
 - c. Spectacles, contact lenses, hearing aids or prosthetic limbs; or

- d. **Valuables** unless they are at all times attended by **You**, or left in hotel security, a safety **Deposit** box, safe or similar locked fixed receptacle; or
 - e. **Valuables** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on **Public transport**; or
 - f. **Valuables** (other than wedding rings) when worn by **You** while swimming; or
 - g. **Gadgets**, passports and **Personal money** including **Cash**; or
 - h. Items which are borrowed, rented or otherwise not owned by **You**.
9. Anything mentioned in the “General **Policy** Exclusions”.

Additional conditions applying to this

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may, at **Our** option, replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or **Damage**). **You** must retain all damaged items for inspection, if required by **Us**.
3. **You** must get a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline fails to return **Your** checked-in baggage, **We** will wait for the 60 days required by them to declare **Your** baggage permanently lost, before considering a claim under this section.
5. If **We** pay a claim for loss or theft under this section and **Your Personal possessions** are subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.

SECTION 4: RENTAL VEHICLE KEY COVER

This section of the **Policy** sets out the cover **We** provide in total per **Insured journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

What is covered

We will pay:

1. Up to £500 in total (but no more than £2,000 in total within the **Policy period**) to replace the **Insured vehicle** rental keys if these are lost, stolen, or damaged during the **Rental period**. This will also include where necessary the costs to replace locks or for a locksmith to break into the **Insured vehicle**; or
2. Up to £200 in total for a locksmith to gain entry to the **Insured vehicle** in the event that **You** are locked out of the **Insured vehicle**.

What is not covered

1. Anything mentioned in the “General **Policy** Exclusions”.

SECTION 5: RENTAL VEHICLE BREAKDOWN

This section of the **Policy** sets out the cover **We** provide in total per **Insured journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

What is covered

We will pay up to £500 for the cost of recovering the **Insured vehicle** to a local repairer during the **Rental period** if it:

1. Breaks down; or
2. Suffers **Damage** and cannot be driven.

What is not covered

1. Any costs covered by **Your Vehicle rental agreement**.
2. Anything mentioned in the “General **Policy** Exclusions”.

GENERAL POLICY EXCLUSIONS

These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

We will not pay for any loss, **Damage**, cost or expense directly or indirectly caused by:

1. Active Participation:
 - a. The act of an **Insured person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and civil unrest** or **Terrorism**; or
 - b. The act of an **Insured person** voluntarily entering an area known at the time to be subject to **War and civil unrest** or against the advice of the Foreign, Commonwealth & Development Office (FCDO). See: <https://www.gov.uk/foreign-travel-advice>
2. Civil authorities
The confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.
3. Consequential Loss
We will not pay for any losses that are not directly associated with the Insurance event causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks on **Your Home** if **You** lose **Your** house keys.
4. **Cyber-attack**
Cyber-attack including but not limited to the corruption or inability to access or manipulate any computer or electronic system within the **Insured vehicle** following unauthorised access or receipt of malicious code.
5. Costs Recoverable from elsewhere
We will not pay for any losses recoverable from any other source. Where another insurance **Policy** covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.
6. Default
The negligence, error or omission of:
 - a. An **Insured person**; or
 - b. The Rental company; or
 - c. Any agent or online booking service through which vehicle rental arrangements were made.
7. Other parties
 - a. The Insured vehicle being driven by anyone not covered under this **Policy**; or
 - b. Any deliberate act by a relative or person known to **You**.
8. Depreciation
Depreciation, wear and tear, gradual deterioration or damage caused by insects, vermin or the carriage of animals, to the **Insured vehicle**.
9. Foreseeable circumstances
Any circumstances where **You** have been specifically alerted to a possible Insurance event that might lead to **Damage** to the **Insured vehicle**, for example warned of high water or presence of animals that may cause **Damage**.
10. Failure to take medical precautions, advice and treatment
Your failure to:
 - a. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured journey**; or
 - b. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating Medical Practitioner abroad.

11. Nuclear, biological and chemical hazards
 - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts; or
 - b. The use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
12. Off Road
Anything as a result of driving off road, on an unmade up road or a road that is not designated as a **Public thoroughfare**.
13. Vehicle Rental Agreement Terms
 - a. From the operation of the **Insured vehicle** in violation of the terms of the **Vehicle rental agreement**; or
 - b. From **Your** failure to report **Damage** to the **Rental company** within the time period specified in **Your Vehicle rental agreement**.
14. Pressure waves
The transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
15. Self-Injury
 - a. **Your** wilfully, self-inflicted Bodily Injury or Illness, suicide or attempted suicide; or
 - b. **Your** self-exposure to needless peril, except in an attempt to save human life; or
 - c. **Your** use of any alcohol or drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner but not for the treatment of drug or alcohol addiction.
16. **Terrorism/Terrorist act** (see "Words with special meanings")
17. Unlawful acts
 - a. Any unlawful act deliberately or intentionally committed by an **Insured person**; or
 - b. The operation of law or the order of any court; or
 - c. Civil or criminal proceedings against anyone on whom **Your Insured journey** depends.
18. **War and civil unrest** (see "Words with special meanings")
Your presence in an area which is subject to **War and civil unrest** unless **Your** presence in such an area is due to:
 - a. The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
 - b. **Your** involuntary diversion, transit or stopover as a result of hijack, kidnap or other occurrence beyond **Your** control; or
 - c. The sudden, unexpected occurrence of **War and civil unrest** in an area previously in a state of peace at the time **You** entered the area; and in such cases **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War and civil unrest** first occurs, provided that:
 - **You** make all reasonable efforts to leave the affected area at the first opportunity; and
 - **You** are not involved in Active Participation.

GENERAL POLICY CONDITIONS

These are the general conditions applying to all of **Your Policy**. Certain sections of cover have additional conditions specific to the section.

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
 - a. Take all possible care to safeguard the **Insured vehicle** and **Your** property against **Accident**, loss, **Damage** or theft; and
 - b. Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
 - c. Give **Us** full details of any incident which may result in a claim under **Your Policy** as soon as is reasonably possible; and
 - d. Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
 - e. Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary details of **Your** household insurance).
3. This **Policy** must have been purchased prior to the commencement of **Your Rental period** in order to be valid.
4. This **Policy** provides cover for one **Insured vehicle** only for single trip policies and up to two **Insured Vehicles** for Annual multi-trip **policies** at any given time during the **Policy period**.
5. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written **Consent**.
6. The terms of **Your Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to **Your Policy**.
7. **You** agree that **We** can:
 - a. Make **Your Policy** void where any claim is found to be fraudulent; and
 - b. Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You**
 - c. supplied when **You** bought **Your Policy** and other information relating to a claim, may be provided to the register participants; and
 - d. Take over and act in **Your** name in the defence or settlement of any claim made under **Your Policy**; and
 - e. Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under **Your Policy**.
9. **We** will not pay **You** more than the amounts shown in the "Table of Benefits".
10. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance **Policy** in force covering the same risk. **You** must give **Us** details of such other insurance.
11. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
12. When booking **Your** trip or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel.
13. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence. Please note if **You** are planning to stay with a family member, cover would still apply - subject to the same terms and conditions.
14. A person or company 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 which exists or is available from that Act.

15. **You** cannot transfer **Your** interest in this **Policy** to anyone else.
16. If **You** cancel or cut short **Your Rental Period** all cover under **Your Policy** for that **Rental Period** will cease.

IMPORTANT INFORMATION - PLEASE READ

We strongly recommend that **You** keep a record of all information given to **Us**, including telephone calls, copies of all letters, emails and the application and claim forms **You** completed whether in hard copy or on-line. A copy of the **Policy** is available on request.

Your declaration and changes

It is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

DATA PROTECTION NOTICE

Consent

We will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.
2. Where **We** need to perform the contract which **We** are about to enter into, or have entered into with **You**.

How We use Your Personal Data

We use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your Policy** and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your Policy**, for research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

We collect and process **Your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controllers are ERGO Travel Insurance Services Ltd (ERGO TIS) and Worldwide Internet Insurance Services Limited (WWIIS). The Data Processor is Worldwide Internet Insurance Services Limited (WWIIS).

Special Categories of Personal Data

Some of the personal data **You** provide to **Us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing Your Personal Data

We will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with Great Lakes Insurance UK Limited and other companies within the ERGO Group and with third parties who perform services on **Our** behalf in administering **Your Policy**, handling claims and in providing other services under **Your Policy**. Please see **Our Privacy Policy** (<https://www.ergotravelinsurance.co.uk/privacy-statement>) for more details about how **We** will use **Your** information.

We will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud.

We may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

You have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **We** hold **Your** personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further Information

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO TIS, Afon House,
Worthing Road, Horsham, RH12 1TL, **United Kingdom**

Email: dataprotectionofficer@ergo-travel.co.uk

Phone: +44 (0) 1403 788 510

COMPLAINTS PROCEDURE

We aim to provide the highest service standards at all times. However, **We** recognise that **We** do sometimes get things wrong. Accordingly, **We** have set up a complaints procedure to allow **You** to tell **Us** about any aspect of **Our** service that **You** are dissatisfied with and to allow **Us** to review **Our** processes and any decisions **We** might have made. **Our** objectives are to ensure that **Your** concerns are dealt with promptly and fairly.

IF YOUR COMPLAINT IS IN RELATION TO A CLAIM:

Please quote **Your** name, as shown on **Your Policy schedule**, **Your Policy** number and if **Your** complaint is about a claim, the claim number, in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

Davies Building, PO Box 1392, Preston, PR2 0XE

Email: carhireexcess@davies-group.com

Claims complaints will aim to be resolved within 3 business days, if this is not possible a final response letter will be issued within 8 weeks.

IF YOUR COMPLAINT IS IN RELATION TO THIS POLICY:

Insure and Escape, Kings Court, London Road, Stevenage,
SG1 2NG

Email: complaints@insureandescape.co.uk

Tel: +44 (0) 0203 137 7338

Should **You** wish to speak to **Us** about **Your** complaint phone lines open 9am-5pm Monday - Friday. If **We** cannot resolve **Your** complaint to **Your** satisfaction **You** should contact:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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

Tel: 0800 023 4567

Complaints relating to the sale of this policy are usually resolved within 10 business days.

Full details of their impartial complaints procedure can be found on their website:
www.financial-ombudsman.org.uk

The Financial Ombudsman Service can only deal with **Your** complaint after **You** have followed **Our** full complaints procedure. If **You** use **Our** complaints procedure or complain to the Financial Services Ombudsman, **Your** right to take legal action against **Us** is not affected.

ANY QUESTIONS?

We are here to help.

CUSTOMER HELPLINE

Monday to Friday, 9am-5pm
Tel: +44 (0) 0208 159 3485
Email: che@insureandescape.co.uk

DAVIES CLAIMS SERVICE

Monday to Friday, 9am-5pm
Tel: +44 (0) 344 856 2469
Email: carhireexcess@davies-group.com