

# Car Rental insurance policy 2016

ref: VOY/ERI/WTIS/2016

Valid for issue no later than 31st December 2016 in respect of travel completed by 31st March 2018.

Provided you have paid the appropriate premium as shown on your certificate, you are covered in accordance with the full wording shown herein up to the limits indicated below for the cover chosen.

Benefits schedule	Standard	Deluxe
<b>1. Reimbursement</b>		
<i>Europe</i>	£5,000	£50,000
<i>Worldwide</i>	£5,000	£50,000
<i>towing cost cover</i>	£500	£500
<i>Administration and handling charges</i>	£50	£50
<b>2. Personal accident - loss of sight, limb(s) or permanent total disablement</b> <i>maximum payable in the event of death</i>	N/A	£10,000 £10,000
<b>3. Personal possessions cover - overall limit</b> <i>maximum per item, pair or set</i>	N/A	£300 £75
<b>4. Key cover - per claim/per period of insurance</b>	£500/£500	£500/£500
<b>5. Curtailment of rental - per day/per agreement</b>	N/A	£30/£300
<b>6. Drop off charges</b>	N/A	£300
<b>7. Lock out</b>	N/A	£100
<b>8. Misfuelling</b>	N/A	£500
<b>9. Road rage cover</b>	N/A	£1,000
<b>10. Car jacking cover</b>	N/A	£1,000
<b>Important Features</b>		
Rentals within your usual country of residence	Not covered	Included
Car Club membership	Not covered	Included
<b>Annual policy features and limitations</b>		
Maximum duration per rental	60 days	
Minimum age at start date of rental	21 years	
Maximum age at start date of rental	84 years	
<b>Daily policy features and limitations</b>		
Maximum duration per rental	180 days	
Minimum age at start date of rental	21 years	
Maximum age at start date of rental	84 years	

## Demands and needs statement

This insurance meets the demands and needs of those eligible customers who rent a vehicle and wish to insure against the cost of an excess in the event that the vehicle is damaged. Further details of the cover can be found within the benefits schedule.

## Insurers

This policy is operated and managed by Strategic Insurance Services Limited (master policy number C00170), an insurance intermediary authorised and regulated by the Financial Conduct Authority (firm reference number 307133) and underwritten by AmTrust Europe Limited.

AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The financial services registration number is 202189. These details can be checked on the financial services register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

## Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents, including Worldwide Travel Insurance Services Ltd & ClaimEz, a trading style of Strategic Insurance Services Limited, in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Jurisdiction and law

You and we are free to choose the laws applicable to the policy. Unless otherwise agreed by us in writing the law applicable will be English law.

## Your right to cancel this insurance

If within 14 days of receipt of the policy documents, you decide that it does not meet your needs, you can cancel the policy and obtain a refund of premium, by writing to Worldwide Travel Insurance Services Ltd, 1-7 Commerical Road, Paddock Wood, Tonbridge, Kent, TN12 6YT, provided the car rental agreement has not commenced and you have not reported or intend to report a claim. Once the 14 days has expired, you have no right to a refund if you cancel this insurance.

## Period of insurance

This policy is valid for policies issued up to and including 31st December 2016 for travel completed by 31st March 2018, providing you have paid the appropriate premium, as shown in your certificate of insurance.

This is the period for which we have accepted the premium as shown in your certificate of insurance. During this period any car rental agreement not exceeding 180 days in respect of a single car rental agreement or 60 days in respect of an annual policy is covered.

There is no cover offered by your policy whatsoever for a car rental agreement which is longer than 180 days in respect of a single car rental agreement or 60 days in respect of an annual policy. This would include not covering you, regardless of your incident date, for any claim that relates to a booked car rental agreement that is longer than 180 days in respect of a single car rental agreement or 60 days in respect of an annual policy duration.

In all cases, cover 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 control of the rental vehicle, whether at its business location or elsewhere.

## Territorial limits

Applicable as shown on your certificate of insurance.

Please note that under Standard cover, rentals in your usual country of residence are not covered.

**Europe** The United Kingdom, Republic of Ireland, The continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and Non-European countries bordering the Mediterranean (except Algeria, Israel, Lebanon and Libya), and, **in respect of Deluxe cover only**, includes rentals in your usual country of residence in Europe.  
**Worldwide** Worldwide including USA, Canada and the Caribbean, and, **in respect of Deluxe cover only**, includes rentals in your usual country of residence.

## Introduction

Please take a little time to read and understand what we will cover and what we will not cover under your insurance contract, along with what you should do in the event of a claim to avoid any frustration or disappointment. This policy wording explains the detailed terms of your insurance. We have tried to make this insurance contract easily understood by you, the customer, in an effort to eliminate unrealistic expectations if an unfortunate incident should occur. At the same time let us assure you that if something occurs that is covered by this insurance contract, then we will try our best to provide you with a high level of timely and courteous service.

## What makes up this policy?

This policy and the certificate of insurance must be read together as they form your insurance contract.

## Monetary limits

We will insure you up to the amounts shown in the benefits schedule in respect of each car rental agreement you enter during the period of insurance

## How to make a claim

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer. The claim process has been specifically designed to make it as quick and efficient as possible to process and handle your claim. You will be asked to provide your scheme code 20172.

If you have access to the internet:

Visit our claims website: [www.claimEZ.com](http://www.claimEZ.com) where you will be able to register your claim, enter all the necessary details and upload the documents that will be specified to you. Our internet solution is the quickest and easiest way to submit your claim to us.

If you do not have access to the internet:

Please call ClaimEz on **0203 503 0500** to notify us of your claim. Some initial details will be taken and you will then be sent a claim form by post to complete and return to us along with supporting documentation that will be specified to you. When calling us, please have your policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if we need to write to you to request additional information.

Please submit your claim details online within 31 days of you being charged by the car rental company.

The supporting documentation ClaimEz will require to consider your claim is as follows;

- a copy of your certificate of insurance.
- a copy of your car rental agreement.
- a copy of the Law Enforcement/Police report if;
  - you are involved in an accident with a third party, or
  - its required by law in the country where the incident occurs.
- iii. your claim relates to stolen personal possessions.
- d. a copy of the car rental company's accident damage or breakdown report which shows the detail of each of the costs incurred. Photo evidence of the damage, whilst not compulsory, may also assist in ensuring that the amount charged by the car rental company is reasonable.
- e. itemised repair invoices/receipts/other documents confirming the breakdown of the amount you have paid in respect of accidental damage or loss for which the car rental company holds you responsible.
- f. a copy of your credit card statement showing payment of the damages claimed.
- g. a copy of the driving licence of the lead named driver and the person involved in the accident (the driver at the time of the accident).

Failure to provide this information may result in your claim being delayed. If a claim is made or lawsuit is brought against you, you should immediately forward every demand, notice, summons or other process received by you or your representative, unanswered, to ClaimEz.

## Who is eligible to purchase car hire insurance?

Any person;

- aged between 21 and 84 years inclusive, and
- who holds a full and valid, internationally recognised driving licence, and
- who is eligible to rent and drive the rental vehicle and able to adhere to the terms of the car rental agreement.

This policy is not valid if you are unable to meet all the eligibility criteria noted above.

## Data protection and privacy statements

### Data transfer consent

By purchasing this insurance policy with AmTrust Europe Ltd, you have consented to the use of your data as described below.

### Data protection policy

AmTrust Europe Limited, Worldwide Travel Insurance Services Ltd and ClaimEz, a trading style of Strategic Insurance Services Limited, are committed to protecting your privacy including sensitive personal information. Please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these terms and conditions.

### Sensitive information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

### How we use and protect your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the AmTrust group companies (The Group). We will provide an adequate level of protection to your data.

We do not disclose your information to anyone outside The group except;

- where we have your permission.
- where we are required or permitted to do so by law.
- to credit reference and fraud prevention agencies.
- other companies that provide a service to us or you.
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries and jurisdictions on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

### Your rights

Under the Data Protection Act 1998 you have certain rights regarding access to your information. You have the right to see a copy of the personal information we hold about you, if you believe that any of the information we are holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information we may ask you for a small fee.

### Marketing

ClaimEz, a trading style of Strategic Insurance Services Limited, will not use your data for marketing purposes. All information provided is used to manage your insurance policy only.

Furthermore, please note that any information provided to Worldwide Travel Insurance Services Limited will be processed by us and our agents will be in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Definitions

Any word defined below will have the same meaning wherever it is shown in your policy. These definitions have been listed in alphabetical order.

**Accident/accidental** means a sudden, unexpected event caused by something external and visible, which results directly in loss, damage or physical bodily injury.

**Act of terrorism** means an act, including but not limited to the use of force or violence and/ or the threat of any person or group of persons whether acting alone, or on behalf of, or in connection with any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or the public, or any section of the public in fear.

**Administrator** means Worldwide Travel Insurance Services Limited.

**Bodily injury** means an identifiable physical injury sustained by you caused by sudden, unexpected, external and visible means.

**Car Club** means a commercial operation in business to allow paid-up members to rent and use a vehicle that is owned by the Club on an hourly or daily basis. This does not include privately owned vehicles made available as part of a car-pooling or car sharing or similar arrangement.

**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 a lead named driver is responsible.

**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.

**Certificate of insurance** means an insurance validation certificate issued which describes who is covered under this policy.

**ClaimEz** means the administration system owned and managed by Strategic Insurance Services Limited

**Country of residence** means your usual place of residence, for no less than 6 months of the year.

**Excess** means the amount for which you are held responsible under the terms of the car rental agreement as a result of the physical loss of or damage to the rental vehicle, including fire, vandalism, theft and loss of use. This includes up to £50 in total in respect of administration and handling charges raised by the car rental company in connection with any loss of or damage to the rental vehicle.

**Insurance Premium Tax (IPT)** means a Government tax which must be paid by you in addition to the insurance premium.

**Occupying** means travelling in, getting into or getting out of any rental vehicle.

**Personal possessions** means luggage, clothing and personal items which are owned by you. The following are not included in the definition; animal skins, antiques, bicycles, binoculars, bonds, buggies, computer games and computer game consoles, computer or telecommunications equipment of any kind, contact or corneal lenses, coupons, diving equipment, documents of any kind, furs, ipods, marine and craft equipment, mobile phones, money, motor vehicles, MP3 players, 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** means your certificate of insurance, this policy and endorsements.

**Public highway** means any road made or unmade that is intended for use by the general public.

**Rental vehicle** means any one private car hired under a contract on a hourly, daily or weekly basis from a car rental company during the period of insurance. The definition of a rental vehicle does not include;

- a rental vehicle;
  - with a retail purchase price in excess of £50,000.
  - which is over 20 years old.
  - which has not been manufactured for 10 years or more.
- the rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than 9 people including the driver, motorcycle,

moped, motorbike, off-road vehicle or a recreational vehicle.

- the rental of privately-owned vehicles made available as part of a car-pooling, car sharing or similar arrangement.

**Single item** means any one article, pair, set or collection owned by you.

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

**Under body of the vehicle** means the underside of the 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, computer equipment, computer games & computer game consoles, cameras, compact disc players, MP3 players & iPods, sunglasses, spectacles, mini-disc players, owned by you.

**We, us and our** means AmTrust Europe Limited

**You and your** means the person(s) named and included on the certificate of insurance which attaches to this policy, up to a maximum of 4 persons. Any one of these must be the lead named driver on the rental agreement.

**In respect of annual policies, you must all live at the same address and no more than one vehicle can be hired at any one time.**

## Section 1 Reimbursement

**You are covered** up to the amount shown in the benefits schedule 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, and/or
- incur towing costs following physical loss or damage to or mechanical breakdown of the rental vehicle, and/or
- lose the use of the rental vehicle for the remainder of the car rental agreement.

This section includes loss or damage to windscreens and any auto glass, to the rental vehicle roof, tyres and the under body of the rental vehicle.

### You are not covered for

- under Standard cover only, for any rental in your usual country of residence or any Car Club usage.
- any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to you.
- any costs greater than £50 (or currency equivalent) relating to administrative or handling fees charged by the car rental company in connection with any loss of or damage to the rental vehicle,
- any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
- any claim where you have not met the terms of your car rental agreement.
- any claim in respect of loss of use of the rental vehicle which is due to your disinclination to use the rental vehicle.
- 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.

### Special conditions and factors relating to claims

- you must provide us with written confirmation from the car rental company, as to whom the car rental company hold responsible for the damage to the rental vehicle.
- if a known third party is responsible for the damage caused, the rental company may initially hold you responsible for the full excess but then refund you once their recovery from the third party is complete.
- if no known third party is available, the rental company may initially hold you responsible for the full excess amount but then they will refund you the difference between the actual repair cost and the excess if the actual repair cost is lower.
- 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 have

- charged you in respect of your excess under the car rental agreement. This should reflect any reduced excess amount as per points b and c above.
- 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 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 rental company and/or your credit card company, which may delay your claim.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 2 Personal accident

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule for one of the following losses resulting from an external accident resulting in your death, loss of limb(s), loss of sight or permanent total disablement. No benefits shall be paid for more than one loss suffered.

**Please note** the death benefit will be paid to the deceased persons' estate.

### Special definitions relating to this section

**Loss of limb** means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

**Loss of sight** means total and irrecoverable loss of sight which 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 fully qualified ophthalmic specialist and
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

**Permanent total disablement** means physical or mental impairment that has a substantial and long-term adverse effect on your ability to carry out any form of employment and at least three of the following normal day to day activities;

- dressing and undressing.
- personal hygiene.
- getting up and down a flight of stairs.
- getting in and out of a bed or chair.
- general household duties including cleaning, ironing or shopping.

We will consider that you are unable to perform an activity when the following applies;

- you are unable to perform the activity even with the use of equipment, and
- you always need the help of another person to perform the activity.

### Special conditions

The 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.
- result in a loss occurring within 180 days of the date of the accident.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 3 Personal possessions cover

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule for the value of personal possessions which are stolen from your rental vehicle. The maximum payment for any single item is shown in the benefits schedule.

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 £75. The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation is not supplied is £25. The maximum payment for tobacco, alcohol or fragrances (perfumes, aftershaves) is £50. All payments under this section are subject to a maximum of £300 for all such 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 equipment	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

### You are not covered for

- the first £50 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 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 exclusions that apply to the whole policy.**

## Section 4 Key cover

**You are covered** up to the amount shown in the benefits schedule for the cost of replacing a lost or stolen rental vehicle key, including replacement locks and locksmith charges.

**You are not covered** for the cost of replacing locks 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 Curtailed rental

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule if the car rental agreement is cancelled or cut short on the advice of a medical practitioner. You must be confined to a bed in a hospital, in a hotel or in private accommodation during such time that the vehicle rental was booked and paid for.

### You are not covered for

- any claim if you are unable to provide a copy of;
  - the car rental agreement, and
  - 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.
- any claim if the car rental agreement was for less than 7 days.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 6 Drop off charges

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule for any drop off charges you incur through the car rental company in the event of there being no one on the car rental agreement available to return the rental vehicle to the originally intended car rental station following an accident/illness.

### You are not covered for any claim

- if your car rental agreement is a one way rental.
- unless you can provide written evidence from a doctor or hospital to confirm the reason for your inability to drive the rental vehicle.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 7 Lock out

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule in the event that you are unintentionally locked out of a rented vehicle with the keys inside for the necessary costs incurred to open the car without causing any further damage. The rental company must approve the locksmith prior to a locksmith being called out.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 8 Misfuelling

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule 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.

### You are not covered for

- 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.
- any costs associated with any missed departure.
- 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 exclusions that apply to the whole policy.**

## Section 9 Road rage

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule if as a direct result of an accident that has involved your rental vehicle, you suffer a physical assault by another person which results in bodily injury.

### You are not covered for

- any claim where the physical assault is caused by a relative or a person known to you.
- any claim for bodily injury which is not supported by medical evidence.
- any claim if the incident is not reported to the police within 24 hours of it taking place and a written report obtained.
- any claim if you or one of your passengers contributed either vocally or physically to the incident, other than the initial accident.
- any claim if the incident occurred outside the territorial limits shown on your certificate of insurance.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 10 Car jacking cover

**Applicable to Deluxe Cover only.**

**You are covered** up to the amount shown in the benefits schedule 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 bodily injury.

### You are not covered for

- any claim where the physical assault is caused by a relative or a person known to you.
- any claim for bodily injury which is not supported by medical evidence.
- any claim if the incident is not reported to the Police within 24 hours of it taking place and a written report obtained.
- any claim if you or one of your passengers contributed either vocally or physically to the incident, other than the initial accident.
- any claim if the incident occurred outside the territorial limits shown on your certificate of insurance.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## General conditions that apply to the whole policy

1. you must take all reasonable precautions to avoid an accident, injury, serious illness or theft.
2. this policy must have been purchased prior to the commencement of a car rental agreement for which you wish this policy to be operative.
3. 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 control of the rental vehicle whether at its business location or elsewhere.
4. this insurance is provided for not more than one rental vehicle at any one time.
5. 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 you being charged by the Car Rental Company.
6. all certificates, information and evidence required by us shall be furnished at the expense of you or your legal representatives and shall be in such form and of such nature as we may prescribe. You shall as often as may reasonably be required submit to a medical examination on behalf of the insurer at your expense.
7. 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. 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.
8. 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.
9. any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void, all claims hereunder shall be forfeited and we may inform the police of the circumstances.

## General exclusions that apply to the whole policy

In addition to the exclusions listed under each section of cover within this policy, the insurer shall not be responsible for;

1. any claim for a rental in your usual country of residence if you have purchased the Standard level of cover.
2. any costs greater than £50 (or currency equivalent) relating to administration and handling charges raised by the car rental company in connection with any loss of or damage to the rental vehicle.
3. any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
4. any claim if you have not paid in full the appropriate premium.
5. any claim if you;
  - a. do not hold a full and valid and internationally recognised driving licence, or
  - b. the driver at the time is not a named person on the car rental agreement.
6. any claim if the car rental agreement is for longer than;
  - a. 60 continuous days under an annual policy, or
  - b. 180 continuous days under a daily policy, or
  - c. the period for which cover has been purchased.
7. claims arising directly or indirectly from;
  - a. your suicide or attempted suicide.
  - b. your self inflicted injury or illness.
  - c. your wilful exposure to danger (except in an attempt to save human life).
  - d. you being under the influence of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction).
  - e. the rental car being used in, or training for, racing competitions, trials, rallies or speed testing.
8. claims directly or indirectly caused by;
  - a. any fraudulent, dishonest or criminal act committed by you or any other person you are in collusion with.
  - b. driving the rental vehicle in violation of the terms of the car rental agreement.
  - c. persons who are not named on the car rental agreement.
  - d. drivers who are aged under 21 years or over 84 years at the time of purchasing this policy.

9. claims relating to;
  - a. the rental of vehicles with a retail purchase price in excess of £50,000, and/or vehicles which are over 20 years old or which have not been manufactured for 10 years or more.
  - b. the rental of a motor home, trailer, caravan, van, truck, non-passenger carrying vehicle, vehicle that carries more than 9 people including the driver, motorcycle, moped, motorbike, off-road vehicle or a recreational vehicle, unless shown specifically on the certificate of insurance.
  - c. automobiles or other vehicles, which are not rental vehicles rented from a licensed car rental company.
  - d. losses occurring whilst driving on safaris or adventure trails unless you are driving on a public highway at the time of the occurrence.
10. claims from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from;
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
11. loss or damage directly or indirectly occasioned by happening through or in consequence of war, an act of terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
12. losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
13. claims or incidents that may give rise to a claim not notified directly in writing to us within 31 days of you being charged by the Car Rental Company.
14. losses occurring from driving whilst not on a public highway, except when travelling to and from accommodation that is only accessible by unmade road and, in these circumstances, due care and attention must be exercised to minimise risk of any damage to the rental vehicle.
15. any expenses assumed, waived or paid by the car rental company or its own insurers.
16. claims for wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
17. any expenses reimbursed by your employers' insurer.

## Complaints procedure

**If your complaint is about the administration of your policy or the way a policy was sold to you;**

If at any time you have any query or complaint regarding the administration of your policy or the way the policy was sold, you should in the first instance refer to: Worldwide Travel Insurance Services Ltd

**Worldwide Travel Insurance Services Ltd  
Business Centre, 1-7 Commercial Road,  
Paddock Wood, Tonbridge, Kent, TN12 6YT  
Tel: 01892 833338**

**Email: [customerservices@worldwideinsure.com](mailto:customerservices@worldwideinsure.com)**

**If your complaint is about the administration of your claim;**

If you have a query or complaint regarding the administration of your claim, you address your complaint to:

**The Customer Experience Manager  
ClaimEz, PO Box 70931, London, SW20 2EE.  
Tel: 0203 503 0500  
Email: [claim@clamez.com](mailto:claim@clamez.com)**

The relevant party will contact you within five days of receiving your complaint to inform you of what action they will take. They will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks they will tell you when you can expect an answer. If an answer has not been provided to you in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review.

Once you have received your final response from us, if you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS).

**The Financial Ombudsman Service  
Exchange Tower,  
Harbour Exchange Square,  
London, E14 9SR.  
Tel: 0800 023 4567 - UK landline  
Tel: 0300 123 9 123 - UK mobile  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. Please note that you have six months from the date of our final response in which to refer your complaints to the FOS. Referral to the FOS will not affect your right to take legal action.