

insuremyvanhire

# Single Trip Excess Reimbursement Insurance Policy Wording



## Contents

A warm welcome to insuremyvanhire	3
How to use Your Policy	4
Helpful Hints and Tips	5
Information relevant to this Policy	6
Definitions that apply to the whole Policy	7-8
Important Information	9-12
Contacting Us – Quick Reference	13
Our Commitment to You	14-15
Your Policy Explained	16-17
Conditions which apply to this Policy	18-19
Exclusions which apply to this Policy	20
Your Cover – Single Trip Excess Reimbursement	21
How to make a Claim	22

## A warm welcome to insuremyvanhire

### Thank you for choosing insuremyvanhire

Choosing the right insurance provider is an important part of **You** getting peace of mind; **You** want **Your** insurance provider to be there when **You** need them.

At insuremyvanhire (IMVH) **We** are specialists in providing the right protection for **Our** customers, and are there when the unexpected happens. **We** have been providing excess cover for over 15 years and **You** can be confident that in choosing this **Policy You** will have the cover **You** need.

This **Policy** document gives **You** the details of **Your** cover and should be read along with **Your Certificate** and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist **You** if **You** need to contact **Us**.

If **You** need to make a claim **Our** team are always ready to assist. **We** have also included useful information on page 5 about what **You** need to do and what to look out for when hiring a van.

If **You** have any questions about **Your Policy** or would like to discuss any insurance needs, please feel free to contact **Us** on **0344 892 1770**.

Once again thank **You** for choosing insuremyvanhire.

## How to use Your Policy

This is **Your Policy** containing details of the cover **You** have purchased. **We** have made every effort to make the **Policy** details as clear as possible. Please read **Your Policy** carefully and if **You** have any queries please feel free to contact **Us** on **0344 892 1770** and **We** will be pleased to help **You**.

### What to look out for

The **Policy** includes Conditions and Exclusions. Some are outlined within the individual sub-sections of the Single Trip Excess Reimbursement section and others are listed on pages 18 – 20 of this **Policy** and are intended to apply to the **Policy** as a whole.

Some key words, expressions or phrases that have the same meaning whenever they appear in this **Policy**, will be shown in **Bold** throughout and are referred to as **Definitions**. Full details are provided on pages 7 – 8 of the **Policy**.

## Helpful Hints and Tips

### Choosing Your van hire

Have a quick look online to choose **Your** van hire company – do they accept additional drivers, waiting times to collect and return vehicles, are vans of good quality, low prices but **You** pay for a lot of 'extras', how much storage space do **You** need?

Make sure **You** take a credit card with **You** for the hire company to 'hold' the **Excess** payment. Most rental companies will not accept debit or switch cards or cash.

### Arrival at the rental desk

When **You** arrive at the rental desk, **You** should decline their van hire excess insurance. It's not necessary to show them **Your** insuremyvanhire **Policy** however they will ask **You** to hand over **Your** Credit Card so they can put a 'block' on **Your** card for the amount of **Excess** **You** are liable for. If the **Rental Company** makes charges to **Your** card for something covered by **Your** **Policy**, **You** are able to submit a claim to **Us** for reimbursement.

### Before You drive away. Always check the condition of the vehicle and take photos of the van You have hired

Almost half of the customers from **Our** sister company Insurance4CarHire who **We** surveyed told **Us** they take photos of their **Rental Vehicle** using their smartphones (and even videos) before they drive away or sign the **Rental Agreement** to avoid any unnecessary charges for **Damage** that may have already been caused to the vehicle. If **You** notice any issues with **Your Rental Vehicle**, notify the hire company.

It's wise to take a torch with **You** in case it's dark when **You** collect the vehicle. Also, remember to keep **Your** paperwork after **Your** rental just in case **You** notice an unexpected charge appear on **Your** Credit Card.

### Check the Van's mileage and fuel level – 'full to full' or 'full to empty'?

Every **Rental Company** is different and **You** should check the fuelling policy before **You** drive away. Some rental companies opt for a 'full to full' policy where **You** should return the tank full whereas some others opt for a 'full to empty' policy where **You'll** return the vehicle with an empty tank.

Almost every customer **We** surveyed told **Us** the best fuel policy is always 'full to full' which means **You** will only pay for the fuel **You** use. Make a note of nearby filling stations so **You** can refuel yourself and avoid hefty fuelling charges. 'Full to empty' means **You'll** get charged for any unused fuel when **You** return the vehicle.

### When You return the Van

Check the van before **You** return it to the **Rental Company**, especially if **You** have opted for a key drop return (nobody is at the **Rental Company** desk to check the van). Just like **Our** advice on before **You** drive away, this could help avoid any unnecessary charges **You** may incur if **You** have returned the van undamaged.

## Information relevant to this Policy

**Your Policy** provides cover for the parts and the **Period of Insurance** shown in the **Certificate**. This **Policy** is an agreement between **You** and the parties providing the cover under the individual parts of this **Policy** but is only valid if **You** pay the premiums.

Please take the time to read **Your Policy** documentation carefully. If any of the information on which this insurance is based is incorrect, or changes or if **You** have any questions or there is anything that **You** do not understand, please contact insuremyvanhire on **0344 892 1770**.

Please note that **Your** cover relates only to the parts which are shown on the **Certificate** as being included.

**Your Policy** has been arranged by insuremyvanhire on behalf of the **Insurer**, American International Group UK Limited.

insuremyvanhire is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB, this can be checked on the Financial Services Register by visiting the FCA's website [fca.org.uk](https://www.fca.org.uk)

The **Insurer's** registered office is The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. Registered in England No. 10737370. The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 781109, this can be checked on the Financial Services Register by visiting the FCA's website [fca.org.uk](https://www.fca.org.uk)

The **Policy** is divided into a number of parts (e.g. **Your** Cover and Making a Claim) and includes some key words, expressions or phrases that have the same meaning whenever they appear in the **Policy**. These are shown in **Bold** throughout the **Policy**. These are referred to as **Definitions**, please refer to pages 7 – 8 of the **Policy** for full details.

## Cooling off period and Your right to cancel Your Policy

If the **Policyholder** decides that they wish to cancel this insurance, they should simply contact insuremyvanhire on **0344 892 1770**, or write to insuremyvanhire, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. If the **Policyholder** cancels within 14 days of receiving the documents, they will receive a full refund of premium, as long as they have not made a **Trip**, have not made a claim and do not intend to make a claim.

The **Policyholder** can cancel at any time after the 14 day cooling off period and they will receive a full refund of premium less any customer service charge provided cancellation of the **Policy** is before the **Period of Insurance** begins.

If the **Period of Insurance** has begun, the **Policyholder** can cancel at any time after the 14 day cooling off period and they will receive a pro rata refund of any premium less any customer service charge for the remaining **Period of Insurance** providing they have not made and do not intend to make a claim.

If **You** purchased this **Policy** through a broker, **You**, can also cancel the **Policy** by contacting **Your** broker.

## Our right to cancel Your Policy

**We** may cancel **Your Policy** at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will allow a proportionate refund of any premiums paid for the remaining **Period of Insurance**, as long as there have been no claims in the current **Period of Insurance**.

## Definitions that apply to the whole Policy

The following words, expressions or phrases listed below apply to each and every part of the **Policy** and will have the same meaning wherever they appear in this **Policy** in **Bold**. Additional definitions where they apply to the specific parts of the **Policy** will be outlined within those sections. Please refer to the relevant parts of the **Policy** for further details:

**Accident** means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

**Bodily Injury** means an identifiable physical injury to a person's body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted and does not result from sickness or disease.

**Rental Company or Agency** means a company that rents vans for short periods of time, generally ranging from a few hours to a few weeks.

**Certificate** means the document **You** receive from **Us**, once **You** have paid **Your** premium and gives details of the **Period of Insurance**, **Your** cover and the **Policy** number.

**Commercial Vehicle** means any vehicle used for business use including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having an unladen weight exceeding 3.5 tonnes or a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

**Damage** means **Damage** to the **Rental Vehicle** or its **Membership Card/Keys** from external causes including fire, vandalism, **Accident** or theft and includes cover for the loss of use of the **Rental Vehicle** which arises from these causes.

**Data Protection Legislation** means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Information, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the European General Data Protection Regulation or GDPR, namely Regulation (EU) 2016/679.

**Excess** means the amount **You** are responsible for paying in the event of any **Damage** to the **Rental Vehicle**, as confirmed in **Your Rental Agreement**.

**Insured Driver** means **You** and any other drivers named in the **Rental Agreement** that qualify for cover under page 16 of this **Policy** document.

**Insurer** means American International Group UK Limited for **Your** Excess Reimbursement insurance.

**Incident** means an **Accident** involving **Your Rental Vehicle** which results in **Damage** from external causes such as a scratch, chip or dent caused by an **Accident** that **You** are responsible for under the terms of **Your Rental Agreement**.

**Lead Named Driver/Main Driver** means person(s) named as the hirer on the **Rental Agreement**.

**Membership Card/Key** means the keys, key fobs or **Membership Cards** used to open and lock the **Rental Vehicle**.

**Period of Insurance** means the period shown in **Your Certificate** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premiums.

**Policy** means the combination of the **Policy** wording and **Certificate** showing all of the parts of the cover that **You** have chosen to purchase.

**Policyholder** means the person who has paid for this **Policy** and is shown on the **Certificate**.

**Policy Limit** means the maximum **We** will pay in any one **Period of Insurance** regardless of the number of claims **You** make.

**Rental Agreement** means the contract signed by the **Lead Named Driver** and the **Rental Company/Agency** or for the hire of a **Rental Vehicle** for the purpose of business or pleasure.

**Rental Vehicle** means any single van not exceeding 3.5 tonnes unladen weight hired under a short term contract from a **Rental Company/Agency**. This insurance will not cover any **Rental Vehicle**, as outlined under Exclusion 14 on page 20 of this **Policy**.

**Trip/s** means the period of a single **Rental Agreement** in respect of a single **Rental Vehicle** which is collected and rented from a **Rental Company or Agency** for the period stated on the **Rental Agreement**.

**We/Us/Our** means insuremyvanhire, which is a trading name of Atlanta Insurance Intermediaries Limited, and American International Group UK Limited as the Insurer for this insurance.

**You/Your** means the person who took out this insurance and is named as the **Lead Named Driver** on the **Rental Agreement**.

## Important Information

### Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. **We** will update this notice as required and at least annually (every December). Therefore, **We** suggest **You** revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: [ico.org.uk](https://ico.org.uk)

#### Who are We?

Atlanta Insurance Intermediaries Limited, is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

**You** can contact **Us** for general data protection queries in writing to The Data Protection Officer, care of the office of the Chief Information Officer, Atlanta Insurance Intermediaries Limited, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. Please advise **Us** of as much detail as possible to comply with **Your** request.

#### What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

**We** may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

**We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** that product or service.

#### How do We use Your personal information?

**We** will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

**We** may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.

Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

**We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing Your personal information**

**We** follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

**We** store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

### **When do We share Your information?**

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. **We** will never make a search that leaves a record on **Your** credit history without informing **You** first.

**We** may use firms involved in financial management regarding payment.

**We** may also share **Your** data with other companies who carry out market research on **Our** behalf and who may contact **You** for the purpose of obtaining feedback on the products and services **We** offer. **We** will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

**We** may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

**We** may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

### How long do We keep Your information for?

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless We are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

### Your rights

There are a number of rights that You have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information We hold about You.
- Erasure – Where We have no legitimate reason to continue to hold Your information, You have the right to have Your data deleted (sometimes known as the right to be forgotten).
- We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if You are unhappy with it.
- Marketing – If You wish to inform Us of changes in consent for marketing please contact Us at the address or telephone number indicated in any recent correspondence or emails You have received from Us.

If You are unhappy about the way We have handled Your data or upheld Your rights, You can complain to the Information Commissioner's Office (ICO) at any time.

Further details of Your rights can be obtained by visiting the ICO website at [ico.org.uk/your-data-matters](https://ico.org.uk/your-data-matters)

## Data Protection

### How We use Personal Information

American International Group UK Limited and insuremyvanhire are committed to protecting the privacy of customers, claimants and other business contacts.

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

### The types of Personal Information We may collect and why

Depending on Our relationship with You, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with Your consent where required by applicable law) as well as other Personal Information provided by You or that We obtain in connection with Our relationship with You.

Personal Information may be used for the following purposes:

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

To opt-out of marketing communications You can contact Us by writing to: Information Security Officer, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. If You opt-out We may still send You other important communications, e.g. communications relating to administration of Your insurance policy or claim.

### Sharing of Personal Information

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

### International transfer

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

### Security of Personal Information

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

### Your rights

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

## Privacy Policy

More details about **Our** use of Personal Information can be found in **Our** full Privacy Policy at [www.swinton.co.uk/privacy-policy](http://www.swinton.co.uk/privacy-policy) and [www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy) or **You** may request a copy by writing to: Information Security Officer, Atlanta Insurance Intermediaries Limited, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom, and/or Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com)

## Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**We** will not provide any benefit under this contract of insurance for residents of or **Incidents** occurring in Cuba, Iran, North Korea, Region of Crimea, Sudan and Syria.

## Contacting Us – Quick Reference

We are here to help whenever **You** need **Us**. If **You** have any questions about **Your Policy** or would like to discuss any other insurance needs, or need advice please contact **Us** on **0344 892 1770** or email [info@insuremyvanhire.com](mailto:info@insuremyvanhire.com)

### How to make a complaint

Full details of the Complaints Procedure can be found on pages 14 and 15. **We** hope that **You** are fully satisfied with **Our** service but if for any reason **You** are not, please contact **Us** on **0344 892 1770**.

### Making a Claim

Firstly, check **Your Policy** and **Certificate** to make sure **You** have the appropriate cover. To report an **Incident** or claim, please use the following contact details:

#### Step 1

To report a claim please call **0344 892 1770** or email [claims@insuremyvanhire.com](mailto:claims@insuremyvanhire.com)

#### Step 2

**We** will require:  
**Your** name, address and contact information, along with details of the **Incident** that has occurred. Refer to page 22 for full details

#### Step 3

**We** will then provide **You** with a claim reference and keep in regular contact until **Your** claim has been finalised

## Our Commitment to You

### Complaints about a sale

We will do everything possible to ensure that You receive at all times excellent service and be there when You need Us. We hope that You do not have cause to complain, however if You at any time, are dissatisfied with the service You have received from Us and wish to make a complaint You can by:

#### Calling

We can resolve many issues straight away therefore in the first instance, please contact Us on **0344 892 1770**.

#### Writing

The Managing Director, insuremyvanhire, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom.

Alternatively, You may wish to email Us at [info@insuremyvanhire.com](mailto:info@insuremyvanhire.com)

### Complaints about a claim or policy coverage

Write: **AIG Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG**

Call: **0800 012 1301**

Email: **[uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)**

Online: **[www.aig.co.uk/your-feedback](http://www.aig.co.uk/your-feedback)**

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call Us from abroad on **+44 20 8649 6666**. Calls may be recorded for quality, training and monitoring purposes.

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

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

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

#### The Financial Ombudsman Service can be contacted at:

Write: **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

Call: **0800 023 4567** or **0300 123 9 123**

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Online: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

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

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

## **Financial Services Compensation Scheme (FSCS)**

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

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or call (freephone) on **0800 678 1100** or **020 7741 4100**.

## Your Policy Explained

### What is Excess Reimbursement Insurance?

Most **Rental Agreements** apply an insurance **Excess**, which is the amount **You** are responsible for paying towards repair costs if the **Rental Vehicle** suffers any **Damage**. Excess Reimbursement Insurance is designed to repay **You** the amount of any **Excess** or repair costs following **Damage** to the **Rental Vehicle** such as bumps and scratches that **You** have to pay under the terms of the **Rental Agreement**.

### To Qualify for Cover

1. **You** must be the person named as the **Lead Named Driver** on any **Rental Agreement**.
2. **You** can include up to seven (7) additional **Insured Drivers** for each **Trip** as long as each additional **Insured Driver** is named as a driver on the **Rental Agreement**.
3. **You** and all additional **Insured Drivers** must be aged between 21 and 85 years of age on the date of purchase of this insurance and must have a full valid driving licence, or internationally recognised licence or permit to drive the **Rental Vehicle**.
4. **You** must be a permanent resident in the United Kingdom or the Isle of Man.
5. Cover is only available for **Rental Vehicles** with a market value at the start of the **Rental Agreement** of less than £50,000 and not over 10 years old.

### Valid Rental Agreements

This **Policy** must have been purchased and have commenced prior to the start of a **Rental Agreement** for which **You** wish cover to apply. **We** will not accept any liability for **Damage** occurring under a **Rental Agreement** that commenced prior to the start of this **Policy** or ends outside of the **Period of Insurance**.

### Maximum Rental Period

This **Policy** covers **You** for a single trip **Rental Agreement**. The maximum period of any single **Rental Agreement** must not exceed 60 continuous days.

### Territorial Limits

**You** are covered only when **You** use the **Rental Vehicle** in the territories specified in **Your Certificate**.

The **Policy** includes the following geographical areas:

**UK:** the United Kingdom, the Channel Islands and the Isle of Man.

## What is Covered

We will pay **You** up to the **Policy Limit**, as stated within the **Policy** for the amount of **Excess** or repair costs **You** have to pay under the terms of the **Rental Agreement** for **Your Rental Vehicle** which results in:

- (a) '**Damage**' to the **Rental Vehicle** which includes, but not limited to the windows, tyres and wheels, headlights, the undercarriage and the roof;
- (b) loss of use of the **Rental Vehicle** due to **Damage**; or
- (c) towing costs resulting from the **Damage** to the **Rental Vehicle**.

Provided that **You** are held responsible for the **Damage** as declared in the **Rental Agreement** and are liable for the **Excess**.

## Conditions which apply to this Policy

The following conditions listed below, apply to each and every part of the **Policy**. If **You** do not comply with these conditions, **We** may not be able to pay **Your** claim.

1. **You** must keep to the terms and conditions of this **Policy**. Take all reasonable steps to avoid, prevent **Damage**, injury or loss and reduce or avoid incurring unnecessary costs.
2. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the cancellation rights above.

**We** will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

3. **You** must tell **Us** about any claims as soon as reasonably possible. **You** must provide **Us** with all the information and help **We** may need or ask for and at **Your** own expense, provide full details to support **Your** claim, (such as photographs, invoices, receipts, insurance valuations, details of any other parties involved or witnesses etc.). Where **You** have received medical treatment and/or been detained in hospital, **You** will need to provide documentary evidence (e.g. medical report, letter from the hospital etc.) where required to support **Your** claim.
4. **You** must report any loss, theft, attempted theft or malicious **Damage** to the police as soon as reasonably possible and not exceeding 48 hours of discovery.
5. **You** must not admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us** except with **Our** written consent. **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 or the name of any **Insured Driver**.
6. **We** may at **Our** own expense take proceedings in **Your** name or the name of the **Insured Driver** to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to **Us**. **You** and/or the **Insured Driver** must provide all reasonable assistance to **Us**. **You** must advise **Us** should, **You** be reimbursed any amount from **Your Rental Company** or Agency or a third party that relates to a claim that **You** have submitted to **Us**.

## 7. Fraudulent acts

If **You** make a fraudulent claim under this insurance contract, **We**:

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under this clause:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

## 8. If any claim is covered by any other insurance, or would have been covered if this **Policy** did not exist, **We** will:

- not pay under this **Policy** if a more suitable policy is in force; or
- only pay **Our** share of the claim even if the other insurer refuses the claim.

## 9. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 10. Law that Applies

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

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

## Exclusions which apply to this Policy

The following exclusions listed below, apply to each and every part of the **Policy**. Please refer to the Your Cover – Single Trip Excess Reimbursement section of the **Policy** for further details of the exclusions which apply to this section.

1. Any costs or charges not directly related to an **Incident** resulting in '**Damage**' to the **Rental Vehicle**, including, but not limited to, any costs due to mechanical or electrical failure of the **Rental Vehicle**.
2. **Your** country of residence is outside the United Kingdom or the Isle of Man.
3. **You** and any other **Insured Driver** do not qualify for cover – as defined on page 16 of this **Policy**.
4. Any **Rental Agreement** for a period longer than 60 continuous days or which falls outside of the **Period of Insurance**.
5. **Damage** arising as a result of wilfully self-inflicted injury or illness, alcoholism or the use 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).
6. **Damage** arising from transporting contraband or illegal trade or from the operation of the **Rental Vehicle** in violation of the terms of the **Rental Agreement**.
7. Any expenses assumed, waived or paid by the **Rental Company or Agency** or its Insurer.
8. **Damage** to vehicles which are not **Rental Vehicles** hired by **You** under a **Rental Agreement**. Any **Damage**, **You** cause to third party vehicles, are not covered.
9. **Damage** caused by wear and tear, gradual deterioration, insect or vermin.
10. **Your** claim results in any way from war, revolution, or any similar event. Terrorism and/or Nuclear Risk.
  - (i) 'Nuclear Risk', as defined as being from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
  - (ii) 'Terrorism' defined as any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
11. Losses caused by accidental **Damage** to the interior or contents of the **Rental Vehicle**, caused by wear and tear or carriage of animals.
12. The **Rental Vehicle** is being driven by persons who are not named on the **Rental Agreement**.
13. The market value of the **Rental Vehicle** exceeds £50,000 at the start of the **Rental Agreement**, or the **Rental Vehicle** is more than 10 years old.
14. The **Rental Vehicle** is a motor home, camper van, trailer or caravan, **Commercial Vehicle** or truck exceeding 3.5 tonnes unladen weight, motorcycle, moped, motorbike, vehicle for which the main use is intended to be off-road, a recreational vehicle (RV), or a vehicle with more than 9 seats.
15. **Damage** is the result of driving off-road, or on an un-made up road, or a road which is not designated as a public thoroughfare.
16. **You** have been specifically alerted to the risk of possible **Damage** to the **Rental Vehicle**, (for example, warned of high water or the presence of animals that may cause **Damage**).

## Your Cover – Single Trip Excess Reimbursement

Your Certificate will show the cover You have selected and paid for under this part of the Policy. We agree to provide the insurance described and subject to the terms, conditions, exclusions and limitations as described below and on pages 18 – 20 of the Policy. To make sure You get the most from the cover, please take the time to read the details carefully.

The Cover	What We will pay You
<p><b>A. Damage</b></p>	<p>If You are responsible for <b>Damage</b> to the windows, tyres and wheels, headlights, the undercarriage or the roof of the <b>Rental Vehicle</b>. We will repay You the amount of any charges or repair costs that You have to pay under the terms of the <b>Rental Agreement</b>.</p> <p>The <b>Excess</b> charged by the <b>Rental Company</b> for <b>Damage</b> to other parts of the <b>Rental Vehicle</b>.</p> <p>Up to the limits shown below and detailed in <b>Your Policy</b> to a maximum total of £6,500.</p>
<p><b>B. Rental Key Cover</b></p>	<p>Costs incurred for <b>Damage</b> to the <b>Membership Card/ Key</b> for a <b>Rental Vehicle</b> – including replacement locks and locksmith charges up to a maximum of £500 per claim.</p>
<p><b>C. Mis-fueling Cover</b></p>	<p>Costs incurred, for cleaning out the engine and fuel system and any towing costs where You have put the wrong type of fuel in <b>Your Rental Vehicle</b>, up to a maximum of £500 per claim.</p>
<p><b>D. Unintentional Lock-Out</b></p>	<p>Costs incurred to open the <b>Rental Vehicle</b>, without causing any further <b>Damage</b> up to a maximum of £60 per claim subject to:</p> <p>The Car <b>Rental Company</b> or <b>Agency</b> approving both the locksmith and the course of action prior to a locksmith being called out.</p>
<p><b>E. Flat Battery</b></p>	<p>Costs incurred, as a result of a flat battery in <b>Your Rental Vehicle</b>, up to a maximum of £250 per claim.</p> <p>We will not pay for any claim where You have not acted on the instruction of <b>Your Car Rental Company's</b> recovery service.</p>

### Policy Limit

We will pay You for the **Excess** or repair costs incurred under a **Rental Agreement** up to a maximum of £6,500.

## How to make a Claim

To make a claim under any section of the **Policy You** must contact **Us** on the details below:

By post: **insuremyvanhire Claims, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG, UK**

Phone: **0344 892 1770**

E-mail: **claims@insuremyvanhire.com**

### Please note

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

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

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

**You** can find **Our** claim form and the list of documents required to support **Your** claim on **Our** website at [www.insuremyvanhire.com/claims](http://www.insuremyvanhire.com/claims). Alternatively, **Our** insuremyvanhire claims team is open Monday to Friday between 9.15am and 5pm excluding Bank Holidays. A claim form can be sent to **You** as soon as **You** tell **Us** about **Your** claim.

**We** will ask **You** to complete a claim form and to provide at **Your** own expense all reasonable evidence required by **Us** to support a claim. If the information supplied is insufficient, **We** will identify the further information which is required and ask **You** to provide **Us** with it. If **We** do not receive the information **We** need, **We** may reject the claim.

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

1. A copy of the car **Rental Agreement**;
2. A copy of the **Damage** receipt (if separate from the car **Rental Agreement**);
3. If the **Incident** by law requires the attendance of the police, **We** will require a copy of the police report;
4. **Your** copy of the **Damage** report from the **Rental Company or Agency**;
5. Invoices, receipts or other documents confirming the amount **You** have paid in respect of the loss or **Damage** for which the **Rental Company** holds **You** responsible;
6. A copy of **Your** credit card statement or other proof of payment showing payment of the damages claimed;
7. A copy of **Your** driving licence;
8. Photographs of vehicle **Damage**, the site of any **Accidents** or thefts and any other photographic evidence which **You** think might be helpful in assessing **Your** claim.

To help **Us** prevent fraudulent claims, **We** store **Your** personal details on computer and **We** may transfer them to a centralised system. **We** keep this information in line with the conditions of the **Data Protection Legislation**. Full details are provided on pages 11 – 12 'Data Protection'.

This insurance is underwritten by American International Group UK Limited (the **Insurer**). American International Group UK Limited is registered in England under number 10737370. American International Group UK Limited's registered office is The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. American International Group UK Limited is a member of the Association of British Insurers.

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