

Optional Car Hire Excess Waiver

Benefit table

Cover	Maximum Policy Limit £4,000
Excess or deposit reimbursement • Excess or deposit charged by car hire company	£4,000
Emergency Accommodation	£500
Misfuelling	Up to a maximum value of £1,000 per claim Only one claim per period of insurance
Roadside and Towing	Up to a maximum value of £1,000 per claim
Car Hire Key Cover	£500 each claim
Drop off Charges	£500 each claim

Please note this policy is subject to a maximum indemnity limit of £4,000.

Policy

Thank you for choosing this Vehicle Hire Excess & Damage Insurance policy.

Your policy is designed to provide financial reimbursement in the event of certain covered incidents leading to **you** having to pay an applicable excess, losing a paid deposit, pay any cost for damage or incur any loss or specific event during the use of a **hire vehicle** which **you** hire under a valid agreement from a registered hire company.

Please make sure **you** read this document carefully to ensure the policy meets **your** specific cover needs.

Policy Suitability and Overview of Cover

This policy is suitable for individuals who wish to benefit from financial protection in the event of an incident involving a vehicle they have hired from a rental company, to cover the amount they are liable to pay to the rental company (excess, deposit or other charges applied) after the event and certain other losses related to the event (as specified under **What is Covered**).

It is not suitable for individuals who seek total insurance and liability cover for rental vehicles (including third party, fire and other liability), protection beyond the financial limits specified in this document, or full travel, medical or life insurance cover for any trips in the United Kingdom or abroad. Other policies should be purchased for these purposes as required, including checking with the vehicle hire company/ies what basic insurance cover is already included with the vehicle.

Neither the **insurer** of this policy nor Staysure provide any personal advice or recommendations with respect to the suitability of this product for **your** needs, trips and vehicle hire and/or usage. **You** are solely responsible for ensuring the policy meets **your** needs based on the information provided in this policy document, **your** Policy Schedule, the sales process and any other documentation made available to **you**, and by purchasing this policy confirm **you** understand and are comfortable with this.

Status Disclosure

Staysure is a trading name of TICORP Limited. Staysure Travel Insurance is arranged by TICORP Limited which is registered in Gibraltar company number 111526. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is licensed and regulated by the Gibraltar Financial Services Commission number FSC1238B and trades into the UK on a freedom of services basis, Financial Conduct Authority FRN 663617. The policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

Geographical Cover Locations

Policies are available either to cover Europe and the **UK** or the whole world (Worldwide), as follows:

EUROPE The **UK** and Republic of Ireland, all countries west of the Ural Mountains, and related islands in the Mediterranean, plus Morocco, Tunisia, Turkey, Iceland. Cover includes the Canary Islands, Madeira and the Azores.

WORLDWIDE Anywhere in the world, excluding the following countries: Afghanistan, Belarus, Congo, Iraq, Ivory Coast, Liberia, Myanmar, Russia, Sudan, Syria, Ukraine, Venezuela and Zimbabwe.

Worldwide cover also includes all countries covered under Europe above.

IMPORTANT:

If **you** travel to a specific country or area against advice of the Foreign, Commonwealth & Development Office (FCDO) that was in place before **you** commenced **your** trips, **you** are **not** covered under this policy.

Eligibility

To be eligible for cover under this policy, you must meet the following criteria:

- The **rental vehicle** must have no more than 9 seats
- **You** must be a resident of the **UK**.

What is not covered?

Travelling against FCDO or WHO advice:

- **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel.
- Any hire agreement must be up to a maximum of 35 days per trip when aged 71 & over and 50 days when aged 0-70 for annual policies. For single trip policies, your hire agreement must be up to a maximum of 104 days.
- **You** must be the person shown as a named driver on the rental agreement for the **hire vehicle**.

If you are renting an insured vehicle in your home country you must have a minimum of 2 nights pre-booked accommodation.

You should not buy this policy if the above criteria are not met.

What makes up this Policy?

This Policy along with your **Validation Certificate**, form your insurance contract between you and us (**Insurer**).

See policy suitability & overview of cover.

How your Policy works

Your Policy and **Validation Certificate** is a contract between you and us. We will pay for any claim you make which is covered by this policy and happens during the **period of insurance**. Unless specifically mentioned, the benefits and exclusions within each section apply to each person insured. Certain words have a special meaning as shown under the definitions listed below.

Cancellation Period and Rights

We hope you are happy with the cover provided by our policy. However, both you, and us, have the right to cancel this policy at any time. Based on the point in time when the policy is cancelled, and which of the two parties cancels, the rights are as follows:

Your right to cancel the policy

Date of effect of cancellation made by you If you ask us to cancel your policy in writing or by telephone, such cancellation shall take effect on the date the notice is received, or on the date specified in the notice, whichever is later.

You have the right to cancel your policy within 14 days of the date of issue or receipt of your documents, whichever is later. We will only refund to you any premium you have paid, less any fees and charges if you have not travelled, or have made, or intend to make a claim.

If the notice of cancellation is received outside the 14 day cooling off period no premium will be refunded, however discretion may be exercised in exceptional circumstances.

Our Cancellation Rights

We may cancel this policy at any time during your **period of insurance**, by giving you at least 14 (fourteen) days' written notice at your last known address, for any of the following reasons:

If you fail to, or cease to, comply with the terms and conditions of this policy in any respect; or

If you refuse to provide us information in support of a claim you make under this policy;

We may cancel this policy without giving you prior notice and effective immediately if:

You make or try to make a fraudulent claim under your policy; or

You are abusive or threatening towards our staff (including any agent, claims handler or outsourced provider); or

You repeatedly or seriously break the terms of this policy; or

By law, or other similar reasons, we are unable to provide 14 days' notice.

If we cancel your policy, you will receive a refund of the premium you paid proportionate to the amount of time left to run on the policy, provided you have not made any claims. If you have made a claim on the policy before, we will not refund any premium.

Cancelling the policy will not affect any open or ongoing valid claims you made prior to that point in time, which we will still honour.

To exercise your right to cancel your policy, please contact us by telephone on 0800 088 4828. If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium.

Applicable Law

This policy is governed by the laws of England and Wales only, and in the event of a dispute between us and you, both agree to be exclusively governed by the jurisdiction of the Law Courts of England and Wales. All communication and documentation in relation to this policy will be in English.

Definitions

In this policy, the following words are always used with the same, specific meanings as explained below, and will appear in **bold** print where used with this meaning.

Validation Certificate means the document that contains the name of the **policyholder** and gives details of the cover provided by this policy.

Excess means the amount **you** must pay towards any **incident** which is not covered under the Collision Damage Waiver clause in **your** car hire agreement.

Incident means an unexpected event resulting in damage to the **hire vehicle** caused by fire, vandalism, accident or theft occurring during **your** rental period, for which **you** are liable under the car hire agreement.

Hire Car/Rental Vehicle means the vehicle owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your** rental agreement.

Insurer means Inter Partner Assistance S.A., which is part of the AXA Group.

Period of insurance means **your car hire period**. All cover ends on the expiry date shown on **your Validation Certificate**.

Public Highway means a main road or thoroughfare, such as a street, boulevard, or parkway, available to the public for use for travel or transportation.

Car hire period means the dates for which **you** have arranged to hire the **hire vehicle**, as confirmed on **your** car hire agreement.

We/Us/Our means Inter Partner Assistance S.A.

Policyholder means each person shown on the **Validation Certificate**.

You, Your means who is named on the rental agreement being authorised to drive the **rental vehicle** and for whom the appropriate insurance premium has been paid for this policy.

UK The United Kingdom of Great Britain and Northern Ireland (England, Wales, Scotland, Northern Ireland) plus the Channel Islands and Isle of Man.

Claims Handling

If **you** wish to make a claim please refer to the How to make a claim section.

Excess cover

What is covered?

If **your hire vehicle** is involved in an **incident** we will reimburse **you** for the **excess** up to £4,000 including fees and taxes, for any single **incident** / during any one **period of insurance** in total for the following:

Up to £4,000 including fees and taxes, in total for amounts not covered under the collision damage waiver clause of **your** car hire agreement.

What is not covered?

- Travelling to a country, specific area or event when the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel.
- Any claim where **you** have not followed the terms of **your** rental agreement;
- Damage to the **rental vehicle** interior;
- Mechanical failure of the **rental vehicle**;

- General wear and tear;
- Items showing as defective at the time the **rental** agreement commenced;
- Driving off the **public highway**;
- Commercial use.

Please refer to the **General Exclusions** and **General Conditions** sections.

Car Hire Key Cover

What is covered?

We will pay up to £500 including fees and taxes, in total to replace the car hire 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 **rental vehicle** if **you** are locked out of **your** vehicle.

What is not covered?

Please refer to the **General Exclusions** and **General Conditions** sections for further information on the cover **we** provide under this policy.

Misfuelling

What is covered?

- Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- Recovery of the **rental vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- **You** can only claim once per **period of insurance**.
- Reimbursement for costs including fees and taxes, up to a maximum value of £1,000 per claim.

What is not covered?

- **You** will be responsible for paying any costs in **excess** of £1,000 per claim;
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your rental vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative **rental vehicle** in the event mechanical or component damage is sustained;
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the **incident** of misfuelling;
- Any more than one claim relating to misfuelling during the period of cover
- Any vehicle or vehicles other than the **rental vehicle** or vehicles listed on the rental agreement.

Please refer to the **General Exclusions** and **General Conditions** sections.

Roadside & Towing

What is covered?

If the **hire vehicle** breaks down following an **incident** which renders **you** unable to commence, continue or complete a journey as a result of **your** vehicle being unsafe to drive or being immobilised, **you** will need to contact the **hire car** company immediately and follow their instructions.

If **you** are required to arrange or pay for the recovery of the vehicle, **we** will refund the costs **you** incur including fees, up to £1,000 for a breakdown vehicle to attend the scene, try and restore the **hire vehicles** mobility, and if required recover the vehicle to the destination of choice.

What is not covered?

Any costs where an invoice and evidence of payment can not be supplied.

The costs of the repairs.

Drop-off Charges

What is covered?

We will pay up to £500 (or equivalent in local currency) for drop off charges incurred in the event of **you** being unable to return the **rental vehicle** to the rental company, due to an accident or illness where hospitalisation takes place.

Important: For this benefit to be payable, **you** must present a medical certificate or letter from an authorised medical practitioner confirming the hospitalisation.

What is not covered

Where proof of hospitalisation is not available if requested by the assistance company.

Where the vehicle rental is a one-way rental.

Any amount exceeding £500 (or equivalent in local currency) for any one claim, or in any one policy term.

Emergency Accommodation

What is covered

If **you** are not able to reach **your** destination because **your rental vehicle** is damaged and cannot be driven as a result of an accident, **we** will pay for one night's stay **ONLY** in a hotel/bed and breakfast for **you** and **your** passengers up to a maximum of £500.

What is not covered

We will only pay for the cost of the room and **you** will be responsible for any other costs associated with **your** stay.

General Exclusions

The following exclusions apply to the whole of your policy:

We will not cover **you** for any claim arising from the following:

1. War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
2. Any epidemic or pandemic.
3. Use of the vehicle, and any subsequent incidents, loss or damage, against suggestions, mandatory rules or recommendations made by any government or other official authority or body, including but not limited to the Foreign, Commonwealth & Development Office, during the period of insurance.
4. **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
5. Any currency exchange rate changes.
6. Illegal, criminal, fraudulent, dishonest or malicious acts committed by **you** or **your** passengers, or the intent to commit any of these, and costs for loss, damage or any other cost incurred as a result of these. Furthermore, failure to comply with local laws or equivalent requirements in respect of use of the vehicle **you** hired under the hire agreement.
7. Any loss caused as a direct or indirect result of anything **you** are claiming for.
8. Costs of any loss, damage or incident which are covered under the basic insurance, collision damage waiver or other provision which comes included with the vehicle rental agreement, or are covered by or recoverable from the vehicle rental company, or ultimately not directly charged to and paid by **you**;
9. Any loss, damage or incident to the vehicle, **you** or **your** passengers as a result of **your** use of alcohol or drugs, unless prescribed by a medical practitioner;

10. Anything arising out of misuse of the **rental vehicle**.
11. Failure to comply with any law or equivalent requirements in **the** jurisdiction in respect of which the vehicle rental agreement has been made.
12. Any **incidents** if the **rental vehicle** is driven off a **public highway**;
13. **Rental vehicles** not named in the car hire rental agreement.
14. Any defect or damage which existed at the time that **you** commenced **your** rental agreement.
15. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

1. **You** take reasonable care to protect the **rental vehicle** against accident, loss and damage and act as if **you** are not insured and to minimise any potential claim.
2. **You** have a valid rental agreement.
3. **You** accept that **we** will not extend the **period of insurance** beyond the term of the original rental agreement.
4. **Your** claim must be notified to **us** within 6 months of the **incident**
5. Please provide **us** with full details of anything that may result in a claim and give **us** all the information **we** ask for. Please see section 'How to Make a Claim' for more information.
6. **You** accept that no alterations to the terms and conditions of the policy apply, unless **we** confirm them in writing to **you**.
7. This insurance contract is between **you** and **us**. Any person or company who is not party to this policy has no right to enforce any condition of this policy.

How to make a claim

Your claim will be handled by **us** or a service provider appointed by **us**.

Visit our claims web site:

www.excessclaim.co.uk will be able to register **your** claim online and upload copies of the following documentation:

For all claims

- **Your** original **Validation Certificate**, signed rental agreement, confirmation of the condition of the vehicle at the time the rental agreement commenced and evidence from the rental company that **you** are being held liable in relation to **your** claim.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss.
- As much evidence as possible to support **your** claim.
- A copy of the driving licence of the person driving the **rental vehicle** at the time of any **incident**.
- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Detailed account of the circumstances that led to the damage of the **rental vehicle**, including where appropriate a written police report.

Additional Documentation in Relation to Rental Vehicle Key Claim

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.

- If appropriate, **you** should also report the theft, damage or loss to **your** courier or hotel / apartment manager and ask for a written report.
- If **you** have a query please email carhireclaims@axa-assistance.co.uk

If **you** need assistance in making **your** online claim, **you** can contact **us** on 01737 334 292.

Fraud, Misrepresentation and Non-disclosure

If **we** discover, have reason to believe or reasonably suspect that **you**, **your** family or anybody insured by this policy or acting for **you** has:

Acted in a fraudulent manner, either in applying for cover or making a claim; or

Misrepresented any answer to **our** questions (online or in person/via telephone), or withheld relevant information, to influence **our** decision to offer **you** cover (or the terms and conditions of said cover, or to obtain a better price for **your** cover) or accept a claim; or

Acted in a way to give rise to any offence,

We reserve the right to any and all of the following:

Amend the policy details to record the right information about **you**, the hire **vehicle(s)** or any other relevant data, collecting any additional premium due (as **we** would have done had **we** known the correct details when **you** took out the policy) and charge any administration cost;

Cancel **your** policy, and treat it as if it never existed, from the date of the fraud, misrepresentation or non-disclosure;

Keep any premium which **you** have paid for cover under this policy;

Refuse to pay the whole of a claim, if **we** suspect part or all of it may be fraudulent or deliberately exaggerated or misrepresented;

Take action to recover from **you** any costs which **we** have incurred in investigating a fraudulent, exaggerated or misrepresented claim, and/or any payment **we** already made for it.

We will also pass **your** details, and details of the fraud as relevant, to the Police, other authorities or fraud prevention agencies, as well as other insurers to prevent fraud in the future.

Complaints Procedure

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

If **you** have a complaint about **your** claim or the service of **your** claim, **you** can use the below details to contact **us**:

Email: carhireclaims@axa-assistance.co.uk

Customer Relations – Car Hire Excess
Inter Partner Assistance S.A.
The Quadrangle,
106-118 Station Road,
Redhill,
Surrey
RH1 1PR

Please put Complaint in subject heading. **We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

For complaints relating to the service of the sale of this policy please forward details of **your** policy:

Complaints Team
Staysure,
Britannia House,
3-5 Rushmills Business Park,
Bedford Road,
Northampton
NN4 7YB

Email: complaints@staysure.co.uk
Telephone: 0333 006 8033

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk) or call them on 0207 741 4100.

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing reimbursements or other benefits, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** incident(s) and claim(s), in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with claims services under this policy, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of the vehicles, property and/or individuals which are the subject(s) of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing).

Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. or any other AXA Group company, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle,
106-118 Station Road,
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk

Alternatively, a hard copy is available from **us** on request.



