

# simplyexcess

## Car Hire Excess Insurance

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Collinson Insurance. This cover is provided to **you** in return for payment of the premium.

To make a claim:

Online claims form: [carhireexcess.simplyexcess.coplus.co.uk](http://carhireexcess.simplyexcess.coplus.co.uk)

Call: 0333 241 9573

Email: [excessclaims@coplus.co.uk](mailto:excessclaims@coplus.co.uk)

Address: Coplus, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Claim must be reported within 90 days from the date of insured event.

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Who does it cover?

This insurance is designed for any person who rents a car from a licensed **Car Rental Company** or **Car Club** and wishes to protect themselves from the cost of the **car rental excess** and other costs in the event of **accident** or **damage** to the **rental car**.

Cover under this policy is only applicable to one **rental car** at any one time unless optional joint cover has been purchased and is shown on **your** policy schedule.

Key requirements

- The Car Hire Excess Insurance must be purchased before the start date of any **car rental agreement**.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.  
 Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.  
 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.  
 Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

- The **rental car** must not have a retail purchase value of more than £65,000 (or the equivalent in local currency).
- The **rental car** must be 10 years old or less at the time the Car Hire Excess Insurance was purchased.
- The **lead driver** and any **additional drivers** must:
  - Reside within the **United Kingdom**.
  - Not spend more than 180 consecutive days outside the **United Kingdom**.
  - Be aged between 21 and 85 years old at the time the Hire Car Excess Insurance policy was purchased.
  - Hold a valid and internationally recognised driving licence.
  - Be eligible to hire and drive the **rental car** and able to adhere to the terms of the **car rental agreement**.
  - Not be subject to a current driving ban.
  - Not be driving against the advice of a medical practitioner.

### Your responsibility

**You** are required under the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- a. Supply accurate and complete answers to all the questions simplyexcess may ask as part of **your** application for cover under the policy.
- b. Make sure that all information supplied as part of **your** application for cover is true and correct.
- c. Tell simplyexcess of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions simplyexcess asks when **you** take out, make changes to, and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and **you** will not be able to make a claim.

### Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy,
- Fails to reveal or hides a fact likely to influence the cover **we** provide,
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false,
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false,
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way,
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge,

if **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It is important that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

## How to make a claim

Claims must be reported to **us** as soon as possible and within 90 days of the date of the incident. In the event of a claim for theft, attempted theft, vandalism or physical assault, or where local requirements state that **you** must notify the Police following an **accident**, **you** or any **additional drivers** must notify the local Police within 24 hours, or as soon as practicably possible and obtain a Police report.

The claims line is open 24 hours a day, 365 days a year to assist **you**.

Online claims form: [carhireexcess.simplyexcess.coplus.co.uk](http://carhireexcess.simplyexcess.coplus.co.uk)

Telephone: **0333 241 9573**

Email: [excessclaims@coplus.co.uk](mailto:excessclaims@coplus.co.uk)

Or **you** can write to **us** at:

Coplus  
 Floor 2  
 Norfolk Tower  
 48-52 Surrey Street  
 Norwich  
 NR1 3PA

In order for **us** to help **you** more efficiently, please quote 'Car Hire Excess' in all communications.

This policy operates on a reimbursement basis, which means once **you** have paid the **car rental excess** or **administration charges** due under **your car rental agreement** or claimable costs, **you** can reclaim the costs from **us** where permitted by this policy.

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**Our regulator and insurer**

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the **United Kingdom**, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

**Coplus Privacy Statement**

For full details of how Coplus protects **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

**How to complain**

If **you** have a complaint, please follow the guidance below and **we** will provide assistance as soon as possible:

If **your** complaint is about the sale of the policy, contact simplyexcess who sold **you** the policy.

If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager  
 Coplus  
 Floor 2  
 Norfolk Tower  
 48-52 Surrey Street  
 Norwich  
 NR1 3PA

Telephone: **0333 241 9573**  
 Email: [qualityteam@coplus.co.uk](mailto:qualityteam@coplus.co.uk)

**We** aim to issue a final response within 8 weeks of receiving **your** complaint. **Our** response will be **our** final decision based on the information provided. If there is a delay in **our** investigations, **we** will explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you** are still not happy or have not received a final answer within 8 weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service  
 Exchange Tower  
 London  
 E14 9SR

Telephone: **0800 023 4567** (free for people calling from a landline) or **0300 1239 123**  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not stop **you** from taking legal action.

**Financial Services Compensation Scheme**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning **020 7741 4100**.

**Sanctions**

**We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, **United Kingdom**, and/or all other jurisdictions where **we** transact business.

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**Meaning of words**

The following words shall have the meaning given below wherever they appear in bold in this document.

Wording	Meaning
<b>Accident(s)</b>	An unintentional, sudden, unexpected event involving the <b>rental car</b> .
<b>Additional driver(s)</b>	A maximum of 8 people as listed on the <b>car rental agreement</b> , this is in addition to the <b>lead driver</b> . Any additional driver cannot hire a <b>rental car</b> independently from the <b>lead driver</b> but can drive the <b>rental car</b> unaccompanied by the <b>lead driver</b> and must always adhere to the terms of the <b>car rental agreement</b> .
<b>Administration charges</b>	Unrecoverable fixed amounts charged by the <b>Car Rental Company</b> or <b>Car Club</b> separately to the <b>car rental excess</b> following <b>damage</b> to the <b>rental car</b> .
<b>Americas</b>	A <b>rental car</b> in all countries within North, Central and South America, as well as the Caribbean islands, excluding Cuba and any countries where the United Kingdom Foreign, Commonwealth & Development Office (FCDO) has issued travel warnings.
<b>Breakdown</b>	Mechanical or electrical failure for which <b>you</b> are responsible under the terms of <b>your car rental agreement</b> which results in the <b>rental car</b> being immobilised.
<b>Car Club</b>	An organisation that is licensed in the <b>United Kingdom</b> to provide registered paying member's access to a <b>rental car</b> within the Car Club fleet for short term hire.
<b>Car rental agreement</b>	The contract paid for and signed by the <b>lead driver</b> for the hire of the <b>rental car</b> .
<b>Car Rental Company</b>	A company licensed by the regulatory authority of the Country, State or Local authority in the territory in which it is situated to provide vehicles for hire.
<b>Damage</b>	Physical damage to or loss of the <b>rental car</b> caused by fire, vandalism, <b>accident</b> , theft or attempted theft.
<b>Europe</b>	A <b>rental car</b> in the following countries Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Balearic Islands, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Ceuta, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Melilla, Moldova, Monaco, Montenegro, Morocco, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the <b>United Kingdom</b> .
<b>Global</b>	A <b>rental car</b> in all countries worldwide, excluding Afghanistan, Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Republic of Congo, the Democratic Republic of Congo, Russia, Sudan, Syria, Venezuela and Zimbabwe.
<b>Lead driver(s)</b>	The person named as the hirer and primary driver on the <b>car rental agreement</b> , as detailed in the <b>policy schedule</b> .
<b>Loss of use</b>	During which the <b>rental car</b> is not available to hire due to <b>damage</b> caused during the <b>period of insurance</b> .
<b>Period of insurance</b>	The duration between the policy start date, when cover commences and the policy end date, as noted on <b>your</b> policy schedule. This policy is invalid if the dates and times on the <b>car rental agreement</b> are not within the period of insurance.
<b>Personal possessions</b>	Luggage, clothing, personal effects and other articles normally worn, used or carried during any trip and which belongs to <b>you</b> .
<b>Policy schedule</b>	The document issued as part of this policy document showing the name of the policyholder and the cover provided by this policy.
<b>Car rental excess</b>	The amount the <b>lead driver</b> must pay under the terms of the <b>car rental agreement</b> because of <b>damage</b> to the <b>rental car</b> .
<b>Rental car</b>	A private car (including 4x4's) intended for on road use, which has been hired by <b>you</b> under a <b>car rental agreement</b> from a <b>Car Rental Company</b> or a <b>Car Club</b> during the <b>period of insurance</b> . This excludes minibuses (with more than 9 seats), motorhomes, campervans, trailers, caravans, vans, pickups, trucks, lorries, non-passenger carrying vehicles, motorcycles, mopeds, motorbikes, bicycles, offroad vehicles or recreational vehicles (such as All-Terrain Vehicles (ATV's) or dune buggies).
<b>Towing</b>	Recovery of the <b>rental car</b> to the nearest premises owned by the <b>Car Rental Company</b> , or to the original pick-up location (whichever is closest) following <b>damage</b> , <b>breakdown</b> or misfuelling.
<b>United Kingdom</b>	Great Britain, Northern Ireland, Channel Islands or the Isle of Man.
<b>We, Us, Our</b>	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
<b>You, Your</b>	The persons named on the <b>policy schedule</b> , who must also be the <b>lead driver</b> on the <b>car rental agreement</b> .

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Excess reimbursement	
What is covered?	What is not covered?
<p>If the <b>rental car</b> is involved in an <b>accident</b> or suffers <b>damage</b>, for which <b>you</b> are held responsible under the terms of <b>your car rental agreement</b>, we will reimburse <b>you</b> up to £10,000 (in total during the <b>period of insurance</b>) for:</p> <ul style="list-style-type: none"> <li>✓ <b>Car rental excess</b> up to £10,000.</li> <li>✓ <b>Towing costs</b> up to £1,000.</li> <li>✓ <b>Administration charges</b> up to £2,500.</li> <li>✓ <b>Loss of use</b> up to £500.</li> </ul> <p>This section includes <b>damage</b> to any glass (windcreens, windows, internal and external lights and sunroof), tyres, the undercarriage and roof of the <b>rental car</b>. <b>You</b> must supply written permission from the <b>Car Rental Company</b> or <b>Car Club</b> for any direct repairs, such as replacement tyres or windscreen.</p>	<ul style="list-style-type: none"> <li>✗ Any claim for theft, attempted theft or vandalism where the <b>damage</b> has not been reported to the local Police within 24 hours or as soon as practicably possible.</li> <li>✗ Any claim following an <b>accident</b> which, when required by law, has not been reported to the local Police.</li> <li>✗ Any claim where a third party is responsible for the <b>accident or damage</b> and where <b>you</b> have had the <b>car rental excess</b> reimbursed to <b>you</b> under the terms of <b>your car rental agreement</b>.</li> <li>✗ Any claim where <b>you</b> or any <b>additional drivers</b> have not met the terms of <b>your car rental agreement</b>.</li> <li>✗ Any claim resulting from the use of the <b>rental car</b> whilst not on a public highway.</li> <li>✗ Any costs relating to transaction fees, postal, fuel charges or similar.</li> <li>✗ Any costs relating to the cleaning of the <b>rental car</b>.</li> <li>✗ Any costs relating to loss of the interior/contents of the <b>rental car</b>.</li> <li>✗ Any costs related to Collision Damage Waiver (CDW) that are not directly associated with the excess charges on the rental policy.</li> <li>✗ Any costs related to Supplemental Liability Insurance (SLI) that are not directly associated with the excess charges on the rental policy.</li> <li>✗ Any costs relating to <b>administration charges</b> that are not directly associated with <b>damage</b>, such as out of hours or location charges.</li> <li>✗ Any claim for <b>towing</b> which is not as a result of an <b>accident, damage or breakdown</b>.</li> <li>✗ Any claim for <b>loss of use</b> of the <b>rental car</b> which is due to <b>you</b> declining to use the <b>rental car</b>.</li> <li>✗ Any claim for <b>loss of use</b> charges that exceed the rate paid when the <b>car rental agreement</b> was signed.</li> </ul>

Personal possessions	
What is covered?	What is not covered?
<ul style="list-style-type: none"> <li>✓ If <b>your personal possessions</b> are stolen following forced entry into the <b>rental car</b>, we will pay up to £250 per single item (a maximum of £500 in total during the <b>period of insurance</b>), towards the cost of replacing <b>your</b> items.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim not in conjunction with a <b>car rental excess</b> reimbursement claim for <b>damage</b> to the <b>rental car</b>.</li> <li>✗ Any claim where there are no visible signs of forcible or violent entry into the <b>rental car</b>.</li> <li>✗ Any claim for theft or attempted theft which has not been reported to the local Police within 24 hours or as soon as practicably possible.</li> <li>✗ Any claim for theft or <b>damage</b> of personal money (meaning bank notes and coins in current use, bank cheques, pre-paid cards, travel tickets, event and entertainment tickets, phone cards and credit/debit or charge cards all held for private purposes) and documents of any kind.</li> <li>✗ Any claim exceeding £50 in total for tobacco, alcohol, fragrances or perfumes.</li> <li>✗ Any mobile phones, smart phones, laptops or tablet computers.</li> <li>✗ Any goods, samples or equipment carried in connection with any trade or business.</li> <li>✗ Any claim where the <b>rental car</b> has been left unlocked and unattended.</li> <li>✗ Any equipment which is part of the <b>rental car</b> that has been supplied to <b>you</b> by the <b>Car Rental Company</b> or <b>Car Club</b>.</li> </ul>

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	<ul style="list-style-type: none"> <li>✗ Any claim where <b>your personal possessions</b> have not been left fully hidden from view and/or locked in a secured compartment in the <b>rental car</b> such as a locked car boot, glove box or locked rear storage area.</li> <li>✗ Theft from any convertible, soft top, or open top <b>rental car</b>.</li> <li>✗ Any claim involving the <b>additional drivers</b>.</li> </ul>
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<b>Lockout and Key cover</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<p><b>We</b> will pay up to a £500 per claim (up to a maximum of £3,000 in total during the <b>period of insurance</b>), towards:</p> <ul style="list-style-type: none"> <li>✓ Costs incurred by <b>you</b> as a result of <b>you</b> or any <b>additional drivers</b> being locked out of the <b>rental car</b>.</li> <li>✓ Replacing lost or stolen <b>rental car</b> keys, including membership keys, replacement locks and locksmith charges.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim for <b>damage</b> caused by <b>you</b> or any <b>additional drivers</b> or the locksmith in opening or attempting to open the <b>rental car</b>.</li> <li>✗ Any claim where <b>you</b> or any <b>additional drivers</b> do not as soon as practicably possible inform the <b>Car Rental Company</b> or <b>Car Club</b> that <b>you</b> have lost the <b>rental car</b> keys or membership keys.</li> <li>✗ Any claim resulting from the failure of <b>you</b> or any <b>additional drivers</b> to place <b>Car Club</b> membership keys in the designated storage area at the end of the <b>car rental agreement</b>.</li> </ul>

<b>Misfuelling</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<p><b>We</b> will pay up to £500 per claim (up to a maximum of £3,000 in total during the <b>period of insurance</b>), towards costs incurred if <b>you</b> or any <b>additional drivers</b> have put the wrong type of fuel into the <b>rental car</b> for:</p> <ul style="list-style-type: none"> <li>✓ Draining the contaminated fuel and flushing the engine.</li> <li>✓ Additional travel expenses, including taxi charges up to a maximum of £50 per claim.</li> <li>✓ <b>Towing</b> costs.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim for repairs to the engine and any associated parts.</li> <li>✗ Any claim for costs associated with a missed departure.</li> <li>✗ Any claim for replacement fuel.</li> </ul>

<b>Curtailment of rental</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<ul style="list-style-type: none"> <li>✓ <b>We</b> will pay up to £50 per day and calculated based on the daily rate of <b>your car rental agreement</b> (up to a maximum of £300 in total during the <b>period of insurance</b>), if the <b>car rental agreement</b> period is cut short as a result of <b>you</b> being declared medically unfit to drive the <b>rental car</b> or by being confined to a bed in a hospital, hotel or in private accommodation on the advice of a medical practitioner and there is no <b>additional driver</b> available.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim where a medical certificate or letter has not been provided.</li> <li>✗ Any claim where the advice of a medical practitioner was not obtained.</li> <li>✗ Any claim where the duration of the <b>car rental agreement</b> is less than 7 days.</li> <li>✗ Any claim involving the <b>additional drivers</b>.</li> </ul>

<b>Drop off charges</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<ul style="list-style-type: none"> <li>✓ <b>We</b> will pay up to £500 per claim during the <b>period of insurance</b> following an <b>accident</b> or illness resulting in <b>your</b> hospitalisation, for charges made under the terms of <b>your car rental agreement</b> for the recovery of the <b>rental car</b>.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim for charges already incurred because the <b>car rental agreement</b> is for a one-way rental (i.e. the pick-up and drop-off are in different locations).</li> <li>✗ Any claim where a medical certificate or letter has not been provided.</li> <li>✗ Any claim where the advice of a medical practitioner was not obtained.</li> <li>✗ Any claim involving the <b>additional drivers</b>.</li> </ul>

Road rage and carjacking

What is covered?	What is not covered?
<p><b>We</b> will reimburse <b>you</b> up to £3,000 in total during the <b>period of insurance</b>, if <b>you</b> suffer bodily injury as a result of a physical assault following an <b>accident</b>, theft or attempted theft involving the <b>rental car</b> for:</p> <ul style="list-style-type: none"> <li>✓ The cost of hospital treatment.</li> <li>✓ The cost of emergency dental treatment.</li> <li>✓ Clothing and personal effects.</li> <li>✓ Stress counselling sessions.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Any claim where the physical assault on <b>you</b> is carried out by an <b>additional driver</b>, family member, relative or other person known to <b>you</b>.</li> <li>✗ Any claim where bodily injury is not supported by medical evidence.</li> <li>✗ Any claim where the physical assault results from any vocal or physical contribution by <b>you</b> or an <b>additional driver</b>.</li> <li>✗ Any claim where either the <b>accident</b>, theft, attempted theft or physical assault has not been reported to the local Police within 24 hours or as soon as practicably possible.</li> <li>✗ Any claim involving the <b>additional drivers</b>.</li> </ul>

Policy conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. Policy duration

Cover will commence at the time **you** take legal control of the **rental car** and will end when the **rental car** is returned to the **Car Rental Company** or **Car Club**.

Cover is limited to the territory limits stated in **your policy schedule**, for the following durations:

- Single Trip – will cover one or more consecutive **car rental agreements** within the **period of insurance** shown on **your policy schedule**, up to a maximum of 90 days. Only one **rental car** may be covered at one time.
- Annual Cover – will cover unlimited individual **car rental agreements**, up to a maximum of 31 days per **car rental agreement** during the **period of insurance** shown on **your policy schedule**. Only one **rental car** may be covered at one time unless **you** have selected the optional joint cover.

2. Claims:

- a. **You** must take all reasonable precautions to avoid any **damage**, theft or injury under this policy.
- b. For **us** to be able to validate **your** claim, where required, **you** must provide **us** with all necessary information including but not limited to:
  - i. Claims form.
  - ii. **Your car rental agreement**.
  - iii. A copy of any **damage** reports.
  - iv. Any invoices, receipts or other documents confirming the amount **you** have paid which **you** are seeking reimbursement.
  - v. Medical reports, certificates or letters from **your** medical practitioner.
  - vi. Police reports.
  - vii. Photographs.
  - viii. A copy of **your** credit/debit card statement showing the **car rental excess** or **administration charges**.
- c. If at the time of the claim **you** are found to have any other insurance which also provides cover, **we** shall only pay a proportionate share of **your** claim;
- d. The benefits of this policy are only payable to a **lead driver** listed on the **policy schedule**.
- e. **Your** copy of the **damage** report, including a copy of invoices, receipts or other documents confirming the amount **you** have paid in respect of the **damage** to the **rental car** for which **you** are seeking reimbursement, or with the written permission of the **Car Rental Company**, an invoice up to and including £500 from an approved garage where **you** have paid them directly confirming the **damage** to the **rental car**.
- f. Please note that if **you** are involved in a non-fault **accident** with a third party, **we** would expect the **Car Rental Company** to claim through their third-party insurers for the **damage**, though they may hold **your car rental excess** temporarily whilst they confirm the details. **You** should obtain the third parties' details at the time of the incident and provide these to the **Car Rental Company**. **We** reserve the right to claim back any recovered costs and **you** must notify **us** as soon as reasonably possible should **you** be reimbursed **your car rental excess** by the **Car Rental Company** or the third-party insurer.
- g. In the event that a third party is liable for any part of a claim, **we** may exercise **our** right of subrogation to enable **us** to pursue this claim.

### 3. Optional joint cover:

For annual policies only, subject to an additional fee, a second policyholder may be named on the **policy schedule** as a **lead driver**.

**Lead drivers** named on the **policy schedule** may hire a separate **rental car** in their own name during the **period of insurance** and may hire at the same time.

The optional joint cover is only valid if shown on **your policy schedule**.

#### General exclusions

1. Any claim where the driver of the **rental car** is not named on the **car rental agreement** and where the **lead driver** is not named on the **policy schedule**.
2. Any claim where **you** have not accepted or not purchased the **Car Rental Company's** vehicle insurance, (commonly known as CDW & SLI - Collision Damage Waiver and Supplemental Liability Insurance) at the rental counter, except where **you** have purchased a Worldwide Plus Collision Damage Waiver policy for a **rental car** in USA and/or Canada.
3. Any claim relating to operation of the **rental car** in violation of the terms of the **car rental agreement**.
4. Any claim arising from the use of the **rental car** whilst not on a public highway, including whilst on safari (meaning an expedition to observe or hunt animals in their natural habitat).
5. Any claim where the **rental car** is being driven by persons who are not named on the **car rental agreement**.
6. Any claim for loss or **damage** to a third party, including bodily injury and **damage** to property, which should be covered by the insurers of the **rental car**.
7. Any claim where the **car rental agreement** period has exceeded the maximum rental period specified on **your policy schedule**.
8. Any countries where the United Kingdom Foreign, Commonwealth & Development Office (FCDO) has issued travel warnings. A list of these countries can be seen on their website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).
9. Any claim arising out of any illegal, fraudulent, dishonest or criminal act by **you** or anyone connected to this policy.
10. Any claim whilst **you** are in a state of insanity.
11. Any claim resulting from suicide, deliberate self-injury or deliberate exposure to danger (except in an attempt to save human life).
12. Any claim whilst intoxicated by drugs or alcohol.
13. Any claim where the claim amount can be recovered from the **Car Rental Company** or **Car Club**, or its insurers.
14. Any claim for expenses which should be reimbursed by **your** employers' insurer if driving in the course of employment.
15. Any claim caused by delay, confiscation or detention by customs or other government officials or authority.
16. Any fines, penalties or multiplication of compensatory awards.
17. Any claim for additional travel expenses, other than those stated in this policy.
18. Any claim for interest, credit or debit card, commission or currency conversion fees.
19. Any claim for benefits which are payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or equivalent in any territory or jurisdiction.
20. Any claim where the cost of **damage** equals the **car rental excess** on **your car rental agreement** and **you** cannot supply a repair receipt or **damage** matrix from the **Car Rental Company**.
21. Any claim which is not supported by an invoice either from the **Car Rental Company**, or from a repairer, for claims where **you** have paid directly and obtained written permission from the **Car Rental Company** for the repair.
22. Any claim where the **rental excess** is more than the cost of repair;
23. Any claim due to the loss of, **loss of use** of, **damage** to, corruption of, inability to access or inability to manipulate any Computer System or Electronic Data within **rental car** as a result of unauthorised access or unauthorised use of such system or data or the transmission, a DOS (denial-of-service) attack or receipt or transmission of malicious code.
24. VAT charged by the **Car Rental Company** on the **car rental excess** amount, unless specifically detailed in the **car rental agreement**.
25. Loss or damage arising as a consequence of:
  - a. War, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
  - b. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
  - c. 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 thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - d. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

26. Any loss, injury, damage, or legal liability directly or indirectly from:
- a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
  - b. Computer viruses.

### Cancellation

#### Your right to cancel your single trip policy (28 days or less)

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please tell simplyexcess. If **you** cancel before the start date of the policy, **we** will refund **your** premium in full. If **you** cancel this policy on or after the start date, as this is a short-term policy, no refund of premium will be payable whether or not any claims have been made.

#### Your right to cancel your single trip policy (29 days or more) or your annual policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please tell simplyexcess. If **you** cancel before the start date of the policy, **we** will refund **your** premium in full. If **you** cancel this policy on or after the start date, provided that no claims have been made (whether the claim is successful or not) or are pending, **we** will refund **your** premium less a proportionate charge for the period **you** are on cover.

#### Our right to cancel

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a. Where **we** reasonably suspect fraud.
- b. Non-payment of premium.
- c. Threatening and abusive behaviour.
- d. Non-compliance with policy terms and conditions.
- e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.
- f. **You** do not or are not willing to co-operate in the event of a claim.

If **we** cancel the policy and/or any additional cover, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

### Arbitration clause

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaint's procedure, then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, we can turn to arbitration. We can jointly pick an arbitrator – it could be a solicitor or barrister. We will agree on this together in writing. In case we can not reach an agreement the Chartered Institute of Arbitrators can step in to help us choose someone. The arbitrator's decision is final, and we both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

### Other formats

If **you** require this document in any other format, please do not hesitate to contact **us**.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

### Renewals

If **you** wish to renew this insurance policy, please contact simplyexcess who will be able to discuss **your** requirements.

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

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

**Governing law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

**Collinson Insurance Privacy Notice**

**How we use the information about you**

As a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy).

**Processing your data**

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with us.
- Is in the public or **your** vital interest: or
- For our legitimate business interests.

If we are not able to rely on the above, we will ask for **your** consent to process **your** data.

**How we store and protect your information**

All personal information collected by us is stored on secure servers which are either in the **United Kingdom** or European Union. We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

**How you can access your information and correct anything which is wrong**

**You** have the right to request a copy of the information that we hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)  
 Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.