



Car Hire Excess Insurance Policy Wording

IMPORTANT INFORMATION

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 **Rental Excess** and other costs in the event of **Accident** or **Damage** to the vehicle.

This **Policy** will have been sold to **You** on a non-advised basis and it is therefore for **You** to read this **Policy**, paying particular attention to terms, conditions and maximum claim limits, and ensure that it meets all of **Your** requirements. Please read this **Policy** carefully before deciding whether to purchase it. Alternatively, if upon reading this **Policy**, **You** find it does not meet all **Your** requirements, please refer to the 'Cancellation Period' section.

This **Policy** must have been purchased prior to the commencement of any **Car Rental Agreement** for which **You** wish this **Policy** to be operative. This **Policy** is only valid for the dates and times on the **Car Rental Agreement** where they fall within the **Period of Insurance**. This will not apply if **You** renew **Your** Annual Policy as there will be no interruption to cover.

This **Policy** and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

CONTACTING SIMPLYEXCESS

If **You** have any questions or if **You** would like more information, please contact **SimplyExcess** by visiting their website <http://www.simplyexcess.com>

THIRD PARTY RIGHTS

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

LAW AND JURISDICTION

Unless specifically agreed to the contrary, this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this **Policy** and all communications relating to it will be in English.

DEMANDS AND NEEDS

This **Policy** is designed to insure **You** against unforeseen costs relating to car hire excess following an insured event as described in this **Policy**, up to the level of cover **You** have chosen, and which is shown on **Your Certificate of Insurance**. This **Policy** is sold to **You** on a non-advised basis and it is therefore for **You** to read this **Policy** and ensure that it meets all of **Your** requirements.

REGULATORY INFORMATION

This car hire excess insurance **Policy** is arranged by **SimplyExcess** and underwritten by White Horse Insurance UK Limited.

White Horse Insurance UK Limited, a Branch of White Horse Insurance Ireland dac, a designated activity company incorporated in the Republic of Ireland. Registration No. 306045. Registered Office: Rineanna House, Shannon Free Zone, Shannon, County Clare, V14 CA36, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland.

White Horse Insurance UK Limited is a Branch registered in England and Wales. Registration No. FC039609. UK Branch Head Office: St Clare House 30-33 Minories, London, EC3N 1PE. White Horse Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, Firm Reference Number 203320. This information can be checked on the Financial Services Register website www.fca.org.uk.

Konnektas Limited (UK) trading as **SimplyExcess** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109) Registered office: 58 Fenchurch Street, London EC3M 4AB. Registered in England – Company Number 10737370. **SimplyExcess** is a trading name of Konnektas Limited. Company Number 6751893. Konnektas Limited is an Appointed Representative of Rush Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 714385). **You** can check these details on the Financial Conduct Authority's (FCA) website <https://register.fca.org.uk>. This website includes a register of all the firms they regulate. Alternatively, **You** can call the FCA on 0800 111 6768.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this **Policy** and in setting the terms including the premium, **We** have relied on the information which **You** have provided to **Us**. **You** must take reasonable care when answering any questions **We** ask by ensuring that any information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information, **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information, **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover; and/or
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms; and/or
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply, and, if applicable, provide **You** with the amended terms. If there is no outstanding **Claim** and (ii) and/or (iii) apply,

- (1) **We** will have the right to give **You** thirty days' notice that **We** are terminating this **Policy**; or
- (2) if **We** have given **You** notice that **We** will treat this **Policy** and any future **Claim** in accordance with (ii) and/or (iii), **You** may then give **Us** thirty days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

If **You** become aware that any information **You** have given **Us** is inaccurate, please contact SimplyExcess as soon as possible.

CANCELLATION

We hope **You** are happy with the cover **Your Policy** provides, however if after reading it, this insurance does not meet **Your** requirements, **You** may cancel it. **You** can request cancellation through **SimplyExcess** website www.simplyexcess.com, or by writing to **Our** registered address.

Cancelling before the Period of Insurance starts

Provided **Your Period of Insurance** has not commenced at the time **You** cancel, **You** will receive a full refund of premium, excluding the cancellation fee.

Cancelling after the Period of Insurance starts (Single Trip policies with Period of Insurance of 28 days or less)

- If under **Your** Single Trip policy the **Period of Insurance** is 28 days or less, **You** may notify **Us** if **You** wish to cancel once the **Period of Insurance** has started, however **You** have no statutory cancellation rights where **Your Period of Insurance** is less than 28 days and **You** will not receive any refund of premium.

Cancelling after the Period of Insurance starts (Single Trip policies with Period of Insurance of 29 days or more and Annual Policies)

- If under **Your** Single Trip policy the **Period of Insurance** is 29 days or more, or **You** have an Annual Policy, **You** may notify **Us** if **You** wish to cancel and **You** will be entitled to a proportionate rebate of premium in respect of the unexpired part of **Your Period of Insurance**, minus the cancellation fee.

For further information around **Your** right to cancel and for details of any fees charged, please refer to the **SimplyExcess Terms of Business**.

Cancellation and Claims (all policies)

If **You** cancel the **Policy** after **You** have made a claim, no refund will be provided. Once **We** have provided a refund, **We** will not consider any claim, even for an event that happened before **You** cancelled.

Our Right to Cancel

We are entitled to cancel this **Policy** by giving **You** fourteen days notice in writing, if there is a valid reason to do so, including, for example:

1. any failure by **You** to pay the premium when due; or
2. a change in risk which means **We** can no longer provide **You** with insurance cover; or

3. non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force, less any claim paid.

RENEWALS

Annual Policy

SimplyExcess will send **You** a renewal notice prior to the expiry of the **Period of Insurance** as shown on **Your Certificate of Insurance**. The terms of **Your** insurance cover and the premium rates may be varied by **Us** at the renewal date. **We** will give **You** at least 28 days written notice before the renewal date should this happen. **We** will send a renewal notice 28 days and 7 days before the expiration date.

POLICY DURATION

Duration of Cover

This **Policy** must have been purchased prior to the commencement of **Your Car Rental Agreement**. This **Policy** is invalid if the dates and times on the **Car Rental Agreement** are not within the **Period of Insurance**. Cover will commence at the time **You** take legal control of the **Rental Vehicle** and will end when the **Rental Vehicle** is returned to the **Car Rental Company** or **Car Club**, whether at its business location or elsewhere.

Cover is limited to the geographical limits stated in the **Certificate of Insurance**, for the following durations:

- Single Trip – to cover one or more consecutive **Car Rental Agreements** within the **Period of Insurance** shown on **Your Certificate of Insurance**, up to a maximum of 90 days. Only one **Rental Vehicle** may be covered at one time.
- Annual Cover – to cover unlimited individual **Car Rental Agreements**, up to a maximum of 31 days per agreement during the **Period of Insurance** as shown on **Your Certificate of Insurance**. Only one Rental Vehicle may be covered at one time unless **You** have selected the Optional Joint Cover, please see below for details of this coverage.

Please also refer to the general policy conditions and exclusions applying to all sections

MAKING A CLAIM

In the event of a claim for theft, attempted theft or vandalism, or where local requirements state that **You** must notify the local police following an **Accident**, **You** or any **Additional Driver(s)** should make contact with the relevant police force within twenty-four hours, or as soon as practicably possible, to obtain a report.

To initiate a claim, discuss a claim or inform **Us** of a potential claim, please get in touch with the **Claims Handler** at White Horse Insurance Claims Department via email claims@white-horse.ie or by telephone on 0173 322 4857 during **Our** operational hours, Monday to Friday from 09:00 to 17:00, excluding public holidays. Alternatively, **You** can download a claim form from the **SimplyExcess** website at www.simplyexcess.com.

You should, where possible, contact **Us** within 90 days of **You** being charged by the **Car Rental Company**. Please quote **Your Policy** number as a reference in all correspondence.

This **Policy** operates on a reimbursement basis, which means once **You** have paid the **Rental Excess** or **Administration Charge(s)** due under **Your Car Rental Agreement**, **You** can reclaim the costs from **Us** where permitted by this **Policy**.

Your Car Rental Agreement may require **You** to reserve the **Rental Excess** amount against **Your** credit or debit card when **You** collect the **Rental Vehicle**. If the **Rental Vehicle** is involved in an **Accident** or suffers **Damage** for which **You** are held responsible, the **Rental Excess** amount or an **Administration Charge** will be deducted from this reserve, and **You** will receive a loss damage report. **You** will then use this report to claim back the **Rental Excess** or **Administration Charge**.

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 the third-party insurers for the **Damage**, though they may hold **Your 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 **Our** right to claim back any recovered costs and **You** must notify **Us** as soon as reasonably possible should **You** be reimbursed **Your Rental Excess** by the **Car Rental Company** or the third-party insurer.

To make a claim under this **Policy**, **You** will need to provide, when requested:

1. **Your** claim form.
2. **Your Car Rental Agreement**.
3. **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 Vehicle** 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 Vehicle**.
4. Photographs showing the **Damage** sustained to the **Rental Vehicle**, the site of any **Accident(s)** or thefts and any other photographic evidence **You** think might be helpful in assessing **Your** claim.
5. A copy of **Your** credit/debit card statement showing the **Rental Excess** or **Administration Charge(s)**.
6. A copy of the repair invoice from the repairing garage (if applicable).
7. A copy of the local police report (if applicable).
8. **Your** bank account details, including **Your** IBAN (International Bank Account Number) and BIC (Bank Identifier Code).
9. If **You** have challenged the **Rental Excess** charge with the **Car Rental Company** prior to making a claim with **Us**, a copy of all related correspondence.
10. A medical certificate or letter from **Your** medical practitioner (if applicable).

If **You** are unable or unwilling to provide any of the above information, this may result in **Your** claim being delayed. If a claim is made or legal proceedings are brought against **You** by a third party, **You** must, as soon as practicably possible, forward to **Us** every demand, notice, summons or other correspondence **You** have received.

If **We** settle a claim and **You** subsequently receive a refund from the **Car Rental Company** for the same event, **You** are required to return such refund to **Us** within 7 days of receipt.

DEFINITIONS

The following words throughout this insurance policy wording shall have the same meaning, unless specified and will appear in bold text for ease of identification.

- **Accident(s)** – an unintentional, sudden, unexpected event involving the **Rental Vehicle**.
- **Additional Driver(s)** – up to a maximum of 8 people listed on the **Car Rental Agreement** in addition to the **Lead Named Driver**. An **Additional Driver** cannot hire a **Rental Vehicle** independently from the **Lead Named Driver**, but can drive the **Rental Vehicle** unaccompanied by the **Lead Named Driver** and must always adhere to the terms of the **Car Rental Agreement**. At the time of rental, **Additional Driver(s)** must be aged between 21 and 85 years old (inclusive), hold a valid and internationally recognised driving licence and not be driving against the advice of a medical practitioner.
- **Administration Charge(s)** – unrecoverable fixed amounts charged by the **Car Rental Company** or **Car Club** separately to the **Rental Excess** following **Damage** to the **Rental Vehicle**.
- **Breakdown** – mechanical or electrical failure for which **You** are responsible under the terms of **Your Car Rental Agreement** which results in the **Rental Vehicle** being immobilised.
- **Car Club** – an organisation that is licensed in the **United Kingdom** to provide registered paying member's access to a **Rental Vehicle** within the **Car Club** fleet for short term hire.
- **Car Rental Agreement** – the contract paid for and signed by **You** for the hire of the **Rental Vehicle**.
- **Car Rental Company('s)** – 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.
- **Certificate of Insurance** – the certificate issued to **You** by **SimplyExcess** upon purchase, which details **Your** insurance cover.
- **Claims Handler** – the claim handler appointed by **Us** who can be contacted by email: claims@white-horse.ie or by telephone on 0173 322 4857.
- **Computer System** – any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.
- **Damage** – physical **Damage** to or loss of the **Rental Vehicle** caused by fire, vandalism, **Accident**, theft or attempted theft.
- **Electronic Data** – any data stored on a **Computer System**.
- **Europe** –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, Finland, France, Georgia, Germany, 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, United Kingdom, but excluding 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.
- **Joint Cover** – for an additional fee, a second policy holder can be named so that either can be eligible to be **Lead Named Drivers**.
- **Lead Named Driver(s)** – the person named as the hirer and primary driver on the **Car Rental Agreement**. The **Lead Named Driver** must be named on the **Certificate of Insurance** and must meet the criteria detailed under the 'Who is eligible to be a **Lead Named Driver**' section.

- **Loss of Use** – time during which the **Rental Vehicle** is not available to hire due to **Damage** caused during the **Period of Insurance**.
- **Membership Key(s)** – key(s), key fob(s) or membership cards used to lock, unlock and drive a **Car Club Rental Vehicle**.
- **Period of Insurance** – the commencement and expiration dates of **Your Policy** as stated on **Your Certificate of Insurance**.
- **Personal Possessions** – luggage, clothing, personal effects and other articles normally worn, used or carried during any trip(s) and which belong to **You** (or for which **You** are legally responsible) subject to the exclusions in Section 2 - Personal Possessions.
- **Policy** – this document, detailing **Your** insurance cover. Only valid when issued in conjunction with a **Certificate of Insurance**.
- **Public Highway** – any road made or unmade that is intended for use by the general public.
- **Rental Excess** – the amount **You** must pay under the terms of **Your Car Rental Agreement** because of **Damage** to the **Rental Vehicle**.
- **Rental Vehicle** – any one private car (including 4x4's intended for use onroad) hired by **You** under a **Car Rental Agreement** from a **Car Rental Company** or **Car Club** during the **Period of Insurance**. This does NOT include:
 - Vehicles with a retail purchase value of £65,000 or more (or the equivalent in local currency)
 - Vehicles that are over 10 years old
 - Minibuses (with more than 9 seats), motorhomes, campervans, trailers, caravans, vans, pickups (including pickups with a fitted hard top canopy), 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).
- **SimplyExcess** – a trading name of Konnektas Limited (UK).
- **SimplyExcess Terms of Business** – the terms regulating the relationship between **You** and **SimplyExcess**.
- **Spain** – Spain, Balearic Islands, Canary Islands, Ceuta, Melilla.
- **Towing** – recovery of the vehicle following **Damage**, **Breakdown** or misfuelling of the **Rental Vehicle** to the nearest premises owned by the **Car Rental Company**, or to the original pick-up location, whichever is closest.
- **United Kingdom** – England, Scotland, Wales and Northern Ireland.
- **Voyager** – Car rentals in all countries worldwide, but excluding all countries in North, Central and South America, the Caribbean islands, Afghanistan, Belarus, Crimea/Ukraine, Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Republic and the Democratic Republic of Congo, Russia, Sudan, Syria, Venezuela and Zimbabwe. and 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.
- **We/Us/Our** – White Horse Insurance UK Limited, a Branch of White Horse Insurance Ireland dac, or their agents or sub-agents.
- **You/Your** – the person(s) named on the **Certificate of Insurance**, who must also be the **Lead Named Driver** on the **Car Rental Agreement**.

GEOGRAPHICAL LIMITS

UK/Ireland

Car rentals in the following countries: United Kingdom, Channel Islands, Isle of Man and Republic of Ireland.

Spain

Car rentals in the following countries: Spain, Balearic Islands, Canary Islands, Ceuta, Melilla.

Europe

Car rentals 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, Finland, France, Georgia, Germany, 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, United Kingdom, but excluding any countries where the 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).

Voyager

Car rentals in all countries worldwide, but excluding all countries in North, Central and South America, the Caribbean islands, Afghanistan, Belarus, Crimea/Ukraine, Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Republic and the Democratic Republic of Congo, Russia, Sudan, Syria, Venezuela and Zimbabwe and any countries where the 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.

WHO IS ELIGIBLE TO BE A LEAD NAMED DRIVER OR ADDITIONAL DRIVER

Any person who:

- is aged over 18 years at the time of purchase of the **Policy**.
- holds a valid and internationally recognised driving licence.
- is eligible to hire and drive the **Rental Vehicle** and able to adhere to the terms of the **Car Rental Agreement**.
- is not subject to a current driving ban.
- is not driving against the advice of a medical practitioner.
- is a permanent resident in the **United Kingdom** and does not spend more than 180 consecutive days outside of the **United Kingdom** in any period of 12 calendar months, or
 - is an European Economic Area (EEA) national exercising a 'treaty right to seek and take up work' and can demonstrate that they have a 'right to reside' (can legally live in the **United Kingdom**) and are 'habitually resident' (this is the place where they normally live) in the **United Kingdom**.
 - is currently employed as a Crown Servant or Overseas Civil Servant (or their spouse or civil partner) holding a valid **United Kingdom** passport and they include their **United Kingdom** address with their application.

- is a Non-European Economic Area (EEA) national legally resident in the **United Kingdom** due to the existence of a visa, providing that the Period of Insurance does not go beyond the expiry of their visa.

WHAT IS COVERED

Your insurance cover protects **You** within the selected geographical limits against the following sections as noted on **Your Certificate of Insurance**. **We** insure **You** up to the amounts shown on the **Certificate of Insurance**.

You may make more than one claim under any section of this **Policy**, but, in total, **We** will not pay more than the amounts shown under each section on **Your Certificate of Insurance** either for any single claim, or in total for multiple separate claims during any one **Period of Insurance**.

The table below provides a summary of each element of cover and the amount insured. Full details are presented in the following sections:

Policy Section	UK	Spain	Europe	Voyager
1: Excess Reimbursement <i>(Damage to windows, tyres, wheels, headlights, undercarriage, or roof)</i>	up to £10,000	up to £10,000	up to £10,000	up to £10,000
<i>Towing Costs</i>	up to £1,000	up to £1,000	up to £1,000	up to £1,000
<i>Administration Charges</i>	up to £2,500	up to £2,500	up to £2,500	up to £2,500
<i>Loss of Use</i>	up to £500	up to £500	up to £500	up to £500
2: Personal Possessions	up to £500 <i>(Max. £250 per item)</i>	up to £500 <i>(Max. £250 per item)</i>	up to £500 <i>(Max. £250 per item)</i>	up to £500 <i>(Max. £250 per item)</i>
3: Lockout & Key Cover	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>
4: Misfuelling	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>	up to £3,000 <i>(Max. £500 per claim)</i>
5: Curtailment of Rental	up to £300 <i>(Max. £50 per day)</i>	up to £300 <i>(Max. £50 per day)</i>	up to £300 <i>(Max. £50 per day)</i>	up to £300 <i>(Max. £50 per day)</i>
6: Drop off Charges	up to £500	up to £500	up to £500	up to £500
7: Road Rage & Car Jacking	up to £3,000	up to £3,000	up to £3,000	up to £3,000

SECTION 1: EXCESS REIMBURSEMENT

Excess Reimbursement

If the **Rental Vehicle** is involved in an **Accident** or suffers **Damage** for which **You** are held responsible under the terms of **Your Car Rental Agreement**, **We** will reimburse **You** up to the amounts shown on **Your Certificate of Insurance** for:

- Costs directly relating to the **Rental Excess**, including charges for **Loss of Use** following a valid claim under **Your Car Rental Agreement**
- **Towing** costs incurred following an **Accident**, **Damage** or **Breakdown**
- **Administration Charge(s)**

This section includes **Damage** to auto glass (meaning any glass that forms part of the **Rental Vehicle** and includes windscreens, windows, internal and external lights and sunroof), as well as **Damage** to

tyres, the undercarriage and roof of the **Rental Vehicle**. You must supply written permission from the **Car Rental Company** or **Car Club** for any direct repairs, such as replacement tyres or auto glass, up to a maximum of £1,000.

Exclusions applicable to Section 1:

We will not pay for:

- any claim for theft, attempted theft or vandalism where this **Damage** has not been reported to the police within twentyfour hours or as soon as practicably possible (or an equivalent local police authority) and an official police report obtained.
- any claim following an **Accident** which, when required by law, has not been reported to the police (or equivalent local police authority) and an official police report obtained.
- any claim where the driver of the **Rental Vehicle** is not named on **Your Car Rental Agreement** or where the **Lead Named Driver** was not named on **Our Certificate of Insurance**.
- any claim where a third party is responsible for the **Accident** or **Damage** and where **You** have had (or will have) the **Rental Excess** reimbursed to **You** under the terms of **Your Car Rental Agreement**.
- any claim where **You** or any **Additional Driver(s)** have not met the terms of **Your Car Rental Agreement**.
- any claim for **Loss of Use** of the **Rental Vehicle** which is due to **Your** disinclination to use the **Rental Vehicle**.
- any claim for **Loss of Use** charges that exceed the rate paid when the **Car Rental Agreement** was signed.
- any claim for **Towing** which is not as a result of an **Accident**, **Damage** or **Breakdown**.
- any claim resulting from the use of the **Rental Vehicle** whilst not on a Public Highway.
- any costs relating to transaction fees, postal, fuel charges or similar.
- any costs relating to the cleaning of the **Rental Vehicle**.
- any costs relating to loss of the interior/contents of the **Rental Vehicle**.
- any costs relating to **Administration Charge(s)** that are not directly associated with **Damage**, such as out of hours or location charges.

Please also refer to the general policy conditions and exclusions applying to all sections.

SECTION 2: PERSONAL POSSESSIONS

If **Personal Possessions** belonging to **You** are stolen following forced entry into the **Rental Vehicle**, **We** will pay up to a maximum of £250 per single item and £500 in total in any single insurance period, towards the cost of repairing or replacing **Your** items.

Exclusions:

We will not pay for:

- any claim not in conjunction with a claim under Section 1 for **Damage** to the **Rental Vehicle**.
- any claim where there are no visible signs of forcible or violent entry into the **Rental Vehicle**.
- any claim for theft or attempted theft which has not been reported to the police within twentyfour hours or as soon as practicably possible (or an equivalent local police authority) and an official police report obtained.

- any claim for theft or **Damage** 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.
- any claim exceeding £50 in total for tobacco, alcohol, fragrances or perfumes.
- any mobile phones, smart phones, laptops or tablet computers.
- any goods, samples or equipment carried in connection with any trade or business.
- any claim where the **Rental Vehicle** has been left unlocked and unattended.
- any equipment which is not part of the **Rental Vehicle** that has been supplied to **You** by the **Car Rental Company** or **Car Club**.
- any claim where **Personal Possessions** belonging to **You** have not been left secured in the **Rental Vehicle's** locked luggage compartment (meaning a locked car boot, glove box or locked rear storage area that has a factory fitted cover in place such as a parcel shelf, and where the contents of said compartment are not viewable from outside the **Rental Vehicle**).
- theft from any convertible, soft top, or open top **Rental Vehicle**.

Please also refer to the general policy conditions and exclusions applying to all sections

SECTION 3: LOCKOUT & KEY COVER

We will pay up to the amount shown on **Your Certificate of Insurance**, up to a maximum of £500 per claim and up to a maximum of £3,000 in any single insurance period, towards:

- costs incurred by **You** as a result of **You** or any **Additional Driver(s)** being locked out of the **Rental Vehicle**.
- replacing lost or stolen keys, including **Membership Key(s)**, replacement locks and locksmith charges unless only the parts needed to be changed.

You must seek permission from the **Car Rental Company** or **Car Club** to call a locksmith prior to a locksmith being called out.

Exclusions:

We will not pay for:

- any claim for **Damage** caused by **You** or any **Additional Driver(s)** or the locksmith in opening or attempting to open the **Rental Vehicle**.
- any claim where **You** or any **Additional Driver(s)** do not as soon as practicably possible inform the **Car Rental Company** or **Car Club** that you have lost **Your** keys or **Membership Key(s)**.
- any claim resulting from the failure of **You** or any **Additional Driver(s)** to place **Car Club Membership Key(s)** in the designated storage area at the end of the **Car Rental Agreement**.
- any claim where **You** or any **Additional Driver(s)** have not gained permission from the **Car Rental Company** or **Car Club** prior to calling a locksmith.

Please also refer to the general policy conditions and exclusions applying to all sections.

SECTION 4: MISFUELLING

We will pay up to the amount shown on **Your Certificate of Insurance**, up to a maximum of £500 per claim and up to a maximum of £3,000 in any single insurance period, towards costs that **You** incur in the event that **You** or any **Additional Driver(s)** put the wrong type of fuel into the **Rental Vehicle** for:

- draining the contaminated fuel and flushing the engine.

- additional travel expenses, including taxi charges up to a maximum of £50 per claim.
- **Towing** costs.

Exclusions:

We will not pay for:

- any claim for repairs to the engine and any associated parts.
- any claim for costs associated with a missed departure.
- any claim for replacement fuel.

Please also refer to the general policy conditions and exclusions applying to all sections.

SECTION 5: CURTAILMENT OF RENTAL

To claim under this section of **Your Policy**, the **Car Rental Agreement** must be for a minimum of seven days.

We will pay up to the amount shown on **Your Certificate of Insurance** if the **Car Rental Agreement** is curtailed on the advice of a medical practitioner as a result of **You** being declared medically unfit to drive the **Rental Vehicle** or by being confined to a bed in a hospital, hotel or in private accommodation during the time of the **Car Rental Agreement** and there being no **Additional Driver** available.

You must also provide a medical certificate or letter from **Your** medical practitioner to support **Your** claim.

Cover under this section is limited to £50 per day, up to the amount shown on **Your Certificate of Insurance** in total during the **Period of Insurance**.

Exclusions:

We will not pay for:

- any claim where a medical certificate or letter has not been provided.
- any claim where the advice of a medical practitioner was not obtained.
- any claim where the duration of the **Car Rental Agreement** is less than seven days (i.e. six days or fewer).

Please also refer to the general policy conditions and exclusions applying to all sections.

SECTION 6: DROP OFF CHARGES

We will pay up to the amount shown on **Your Certificate of Insurance**, a maximum up to £500 per claim following an **Accident** or illness resulting in **Your** hospitalisation for charges made under the terms of **Your Car Rental Agreement** for the recovery of the **Rental Vehicle**.

You must also provide a medical certificate or letter from **Your** medical practitioner to support **Your** claim.

Exclusions:

We will not pay for:

- any claim for charges already incurred because the **Car Rental Agreement** is for a one-way rental (i.e. the pick-up and drop-off are in different locations).
- any claim where a medical certificate or letter has not been provided.
- any claim where the advice of a medical practitioner was not obtained.

Please also refer to the general policy conditions and exclusions applying to all sections.

SECTION 7: ROAD RAGE & CAR JACKING

We will pay up to the amount shown on **Your Certificate of Insurance**, up to a maximum of £3,000, if **You** suffer bodily injury as a result of a physical assault following an **Accident** involving the **Rental Vehicle** or during the theft or attempted theft of **Your Rental Vehicle**, towards:

- hospital treatment.
- emergency dental treatment.
- clothing and personal effects.
- stress counselling sessions.

Exclusions:

We will not pay for:

- any claim where the physical assault on **You** is carried out by an **Additional Driver, Family Member**, relative or other person known to **You**.
- any claim where bodily injury is not supported by medical evidence.
- any claim where the physical assault results from any vocal or physical contribution by **You** or an **Additional Driver**, other than the initial **Accident**, theft or attempted theft.
- any claim where either the **Accident**, theft, attempted theft or physical assault has not been reported to the police within twenty-four hours or as soon as practicably possible (or an equivalent local police authority) and an official police report obtained.

Please also refer to the general policy conditions and exclusions applying to all sections.

OPTIONAL – JOINT COVER

For annual policies only:

Subject to an additional fee, a second policy holder may be named on the **Certificate of Insurance** as a **Lead Named Driver**.

Lead Named Drivers named on **Certificate of Insurance** may hire separate **Rental Vehicles** in their own name during the **Period of Cover** and may hire at the same time.

This cover is valid if shown on **Your Certificate of Insurance** and is subject to an additional premium.

GENERAL POLICY EXCLUSIONS APPLYING TO ALL SECTIONS

The following are excluded from all sections of this Policy:

- 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 car hire in USA and Canada.
- any claim relating to operation of the **Rental Vehicle** in violation of the terms of the **Car Rental Agreement**.
- any claim arising from use of a vehicle that does not fit within the definition of **Rental Vehicle**.
- any claim arising from the use of the **Rental Vehicle** whilst not on a Public Highway, including whilst on safari (meaning an expedition to observe or hunt animals in their natural habitat).
- any claim where the **Lead Named Driver** is not named on the **Certificate of Insurance**.
- any claim where the **Rental Vehicle** is being driven by persons who are not named on the **Car Rental Agreement**.
- 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 Vehicle**.
- any claim where the **Car Rental Agreement** has exceeded the maximum rental period specified on **Your Certificate of Insurance**.
- any trips in, to or through North, Central and South America, the Caribbean islands, Afghanistan, Belarus, Crimea/Ukraine, Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Republic and the Democratic Republic of Congo, Russia, Sudan, Syria, Venezuela and Zimbabwe. and any countries where the 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.
- any claim relating to travel to any country or region where the Foreign Commonwealth and Development Office (FCDO) has issued a Travel Advisory notice against all travel, or all but essential travel, to such country or region. A list of these countries can be seen on their website www.gov.uk/foreign-travel-advice.
- any claim arising out of any illegal, fraudulent, dishonest or criminal act by **You** or anyone connected to this **Policy**.
- any claim where the claim amount can be recovered from the **Car Rental Company** or **Car Club**, or its insurers.
- any claim for expenses which should be reimbursed by **Your** employers' insurer if driving in the course of employment.
- any claim caused by delay, confiscation or detention by customs or other government officials or authority.
- any claim resulting from suicide, deliberate self-injury or deliberate exposure to danger (except in an attempt to save human life) or whilst intoxicated by drugs or alcohol.
- any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- any claim resulting from **Your** own criminal act or while **You** are in a state of insanity.
- any claim for additional travel expenses, other than where stated in this **Policy**.
- any claim resulting from **Breakdown**, other than for **Towing** as described under Sections 1 and 4.
- any claim for interest, credit or debit card, commission or currency conversion fees.

- 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.
- any claim where the cost of **Damage** equals the **Rental Excess** on **Your Rental Agreement** and **You** cannot supply a repair receipt or damage matrix from the **Car Rental Company**.
- 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.
- 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 Vehicles** as a result of unauthorised access or unauthorised use of such system or data or the transmission, a denialofservice attack or receipt or transmission of malicious code.
- VAT charged by the car hire company on the excess amount, unless specifically detailed in the **Rental Agreement**.

GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

The following conditions apply to all sections of this **Policy** (unless stated otherwise):

Lead Named Drivers

- The **Lead Named Driver** on the **Car Rental Agreement** must be named on the **Certificate of Insurance**.

Fraudulent Claims

- If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be fraudulent, false, dishonest or exaggerated, **We** will not pay any claim or provide any benefit under this **Policy**. **We** may also take legal action against **You** and inform relevant authorities.

Precautions

- **You** must take all reasonable precautions to avoid any **Damage**, theft or injury under this **Policy**.

Other Insurance

- If any **Damage** or liability is covered under another policy as well as this one (i.e. **You** would be insured if this **Policy** did not exist), **We** will not be liable for the whole claim.

Payable Benefits

- The benefits of this **Policy** are only payable to a **Lead Named Driver** listed on the **Certificate of Insurance**.

Terms and Conditions

- You must always agree to abide by the terms and conditions of this **Policy**.

Sanctions

- **We** will not be liable to provide any cover or make any payment hereunder if to do so would be in violation of any sanctions, law or regulation which would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any penalty under any sanctions law or regulation.

Rental Vehicle

- Cover under this **Policy** is only applicable to one **Rental Vehicle** at any one time unless Optional **Joint Cover** has been purchased and is shown on **Your Certificate of Insurance**.

Supplemental Liability & Collision Damage Waiver

- Supplemental Liability (SLI)/Collision Damage Waiver (CDW) are explicitly excluded from coverage in this **Policy**.

Subrogation

- 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.

MAKING A COMPLAINT

Our commitment to You

We believe **You** deserve courteous, fair and prompt service. If there is any occasion when **Our** service does not meet **Your** expectations, please contact **Us** using the appropriate contact details below, providing the **Policy/Claim** Number and the name of the **Lead Named Driver(s)** to help Us deal with **Your** comments quickly.

For Sales and Administration related complaints:

Write to: SimplyExcess,
 5 Brayford Square,
 London,
 E1 0SG

Email: complaints@simplyexcess.com

All Other Complaints:

Write to: The Customer Experience Manager,
 White Horse Insurance UK Limited,
 c/o White Horse Insurance Ireland dac,
 Rineanna House,
 Shannon Free Zone,
 Shannon,
 County Clare,
 Republic of Ireland
 V14 CA36.

Email: complaints@white-horse.ie

We will endeavour to deal with any complaint as quickly as possible. Our Customer Experience Manager will issue a final response to **Your** complaint. If **We** cannot agree on a solution, or if after 8 weeks, **We** have not answered **Your** complaint, **You** may contact the Financial Ombudsman Service. Please note that if **You** wish to refer a complaint to the Financial Ombudsman Service, **You** must have completed the above procedure before the Financial Ombudsman Service will consider **Your** complaint.

The Financial Ombudsman Service can be contacted by:

Write to: The Financial Ombudsman
Exchange Tower,
Harbour Exchange Square,
London
E14 9SR.

Telephone: 0800 023 4567 / 0300 123 9123

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

Online: www.financial-ombudsman.org.uk

Your legal rights are not affected and the above complaints procedure is in addition to **Your** statutory rights.

DATA PROTECTION ACT

How **We** use Personal Information

White Horse Insurance UK Limited, a Branch of White Horse Insurance Ireland dac, holds **Your** personal information in accordance with all applicable data protection laws.

To administer **Your** Policy White Horse Insurance UK Limited, a Branch of White Horse Insurance Ireland dac, will collect and use information about **You** provided by **You**. This notice applies to anyone who is insured under this insurance **Policy** and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by Us for the purposes of administering **Your Policy**, including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **Your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **You** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by Us in fulfilling **Your** insurance contract.

We may send Your personal information in confidence to other companies who provide services to **Us** for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **We** do this, **We** will ensure that **We** transfer the data securely and accordingly to regulatory requirement.

You have various rights in relation to personal information that is held by **Us**, including the right to request access to **Your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **We** use **Your** information and what rights **You** have in relation to **Your** personal information, however **You** can obtain more information about how **We** use **Your** data by reviewing **Our** full privacy policy. **Our** privacy policy is available to read on **Our** website www.whitehorseinsurance.eu.

Your data will be treated in accordance with **Our** privacy policy.

Konnektas Ltd is a member of the Information Commissioner's Office: Reference: ZB524187