

## Policy Summary



Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy documentation is available on request if it is not provided to you with this summary.

### Insurer

This policy is underwritten by Evolution Insurance Company Limited. Evolution Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (FCA Number 227649).

### Cooling Off Period

Drive-365 (Motoring Solutions) Ltd will refund your premium in full if, within 14 days, You decide that it does not meet Your needs or that You want this policy, provided You have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, You have the right to cancel this insurance; however, no refund of premium will be due to you

### What Makes up this Policy?

This policy wording and the Schedule of Insurance or Confirmation of Coverage must be read together as they form Your insurance contract.

### Cover Provided

1. Cover is provided the Excess that You are responsible for following any loss, destruction or damage claim under your rental Vehicle agreement in respect of claims arising as a result of accidental damage, fire, theft or vandalism. Where You were at fault the claim will be settled when We are in receipt of the settlement letter from Your rental car vendor. We will reimburse any Excess payment for which you have been liable up to the Annual Aggregate Limit under the policy in line with your rental vehicle agreement and your policy schedule of this cover.
2. Cover will only operate when the Excess of Your Vehicle Hire Rental Agreement is triggered in line with your vehicle rental agreement.
3. The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in Your Schedule of Insurance or Confirmation of Coverage. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and You are then liable for all and any future Excess payments as defined on your vehicle rental agreement.

### What is not Covered (Exclusions)

1. If your country of residence is outside the European Economic Area (EEA) or if you or any other Insured driver do not qualify for cover as set out within our acceptable criteria.
2. Where the rental agreement exceeds 31 days in length.
3. Any claim where the Rental Vehicle is being used in any competition, trial, race or trial of speed, including off-road events, whether between Rental Vehicle s or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
5. Any claim under the rental vehicle agreement which occurred prior to the Period of Insurance as shown on Your Schedule of Insurance or Confirmation of Coverage that You were aware was an Imminent Claim.
6. Any claim on a Motor Vehicle insurance relating to windscreen or glass repair or replacement.
7. Any Administration costs added to damage in respect of a hire car.
8. Any claim notified to us more than 31 days following the end of the rental term as set out on your vehicle rental agreement.
9. Where damages arise from operating the rental vehicle in violation of the terms set out within your rental agreement
10. For Damages that are caused by wear and tear or gradual deterioration.
11. Any Act of Terrorism, war or warlike operations. Any claim that has been Waived or Reimbursed.
12. Any liability you accept by agreement or contract, unless You would have been liable anyway.

### How to Make a Claim

Your claim will be handled on the insurers behalf by Drive-365 (Motoring Solutions) Ltd. The process has been designed specifically to enable the process and handling of Your claim to be as quick and efficient as possible.

#### Via the Email

Please email [support@drive-365.co.uk](mailto:support@drive-365.co.uk) to inform us of your claim and a claim form shall be provided to you.

Or

#### By Phone

Please call on 01945 586222 to notify Us of Your claim. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to You.

### Documentation required for your claim settlement

1. The Vehicle Hire Rental Agreement
2. Your Charge or Receipt
3. Police report if appropriate to the claim
4. The accident report from the rental car company
5. Invoices/receipts confirming the amount that you have paid in respect of damage under the vehicle rental agreement where you are held responsible
6. Your credit card statement showing payment of the damages claimed.
7. Driving licence for the Insured driver involved in the accident

Failure to follow these steps may delay or jeopardise the payment of Your claim.

# Vehicle Hire Excess Insurance

## Introduction

Thank you for choosing Vehicle Hire Excess Protection Insurance. The information in this policy wording contains important information and We have made it as easy as possible to understand. Please take time to read through it and contact Us if You need any further information.

## Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Schedule of Insurance or Confirmation of Coverage** for details of the selling broker.

## Marketing Intermediary

Drive-365 (Motoring Solutions) Ltd is an appointed representative of 2Gether Insurance Ltd (FCA 579333), which is authorised and regulated by the Financial Conduct Authority to carry out general insurance mediation business activities in and from within the United Kingdom.

## Insurer

This policy is underwritten by Evolution Insurance Company Limited. Evolution Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (FCA Number 227649).

## What Makes up this Policy?

This policy wording and the **Schedule of Insurance or Confirmation of Coverage** must be read together as they form Your insurance contract.

## Insuring Clause

In consideration of payment of premium, the insurer will indemnify or otherwise compensate You against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of insurance** or any subsequent period for the insurer agrees to accept a renewal premium.

## Cooling Off Period

Drive-365 (Motoring Solutions) Ltd will refund your premium in full if, within 14 days, You decide that it does not meet Your needs or that You want this policy, provided You have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, You have the right to cancel this insurance; however, no refund of premium will be due to you.

## Jurisdiction and Law

This insurance policy will be governed by the laws of England, whose courts alone shall have the jurisdiction in any dispute arising from this insurance.

## Definitions

Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy

**'Annual Aggregate Limit'** means that maximum amount payable in the Period of Insurance as shown in Your **Schedule of Insurance or Confirmation of Coverage**.

**'Schedule of Insurance or Confirmation of Cover'** – This forms part this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

**'Excess'** means the amount You are responsible for/have to pay under the terms of **Vehicle Hire Rental Agreement**

**'Imminent Claim'** means an incident that could give rise to a claim under this policy that You are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Vehicle Hire Rental Agreement**.

**'Incident'** means a claim occurrence under Your Vehicle Hire Rental Agreement during the Period of Insurance.

**'Vehicle Hire Rental Agreement'** the contract signed by the lead named driver Insured driver and the car rental company or agency for the hire of a rental vehicle for the purposes of business or pleasure.

**'European Economic Area (EEA)'** means the member countries of the EEA, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.

**'Rental Vehicle'** means any single automobile hired under a short term contract from a vehicle rental company or agency, UNLESS it is:

1. More than 10 years old
2. Valued at more than £70, 000 (or the equivalent value in the respective country)
3. Any Off-Road vehicle, Prestige or exotic vehicle or passenger vehicle with more than 9 seats.

# Vehicle Hire Excess Insurance

'Named Driver(s)' means drivers in addition to **You** who are permitted to drive under the terms of Your **Vehicle Hire Rental Agreement**.

'Period of Insurance' means the period for which **We** have accepted the premium as stated in **Your Schedule of Insurance or Confirmation of Coverage**.

'Waived or Reimbursed' means where a third party has already made good the **Excess** shown in the schedule of Your **Vehicle Hire Rental Agreement**.

'We/Us/Our' means Drive-365 (Motoring Solutions) Ltd of 4 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

'You/Your/Insured Person/Policyholder' means the person or business whose name appears on **Your Schedule of Insurance or Confirmation of Coverage**.

## Cover Provided

- Cover is provided the **Excess** that **You** are responsible for following any loss, destruction or damage claim under **Your Vehicle Hire Rental Agreement** in respect of claims arising as a result of accidental damage, fire, theft or vandalism. Where **We** are in receipt of the settlement letter from **Vehicle Hire Company** We will reimburse any **Excess** payment for which You have been liable up to the **Annual Aggregate Limit** under the policy.
- Cover will only operate when the Excess of Your Vehicle Hire Rental Agreement is triggered in line with your **vehicle rental agreement** The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Schedule of Insurance or Confirmation of Coverage**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Vehicle Hire Rental Agreement**.

## Who is Eligible for cover

- Holding a valid or internationally recognized licence
- Permanently resident in any country listed within the EEA
- The rental vehicle is being driven within the listed EEA Countries
- Eligible to hire and drive the hire vehicle set out within your Vehicle Hire Rental Agreement
- Age Limits apply, all drivers must be aged between the ages of 21 – 74 at the time of this policy and the Vehicle Hire Rental Agreement being taken out
- Vehicles Types and Limits apply
  - Cars (Up to 9 seats)
  - Motor Home / Camper Van (Up to 7.5T)
  - Vans(Up to 7.5T)
  - Motorcycles and mopeds
  - Mini-Buses (Up to 7.5T and 15 seats in capacity)

{The Type of vehicle covered will be shown on the policy Schedule}

## What is not Covered (Exclusions)

- If your country of residence is outside the European Economic Area (EEA) or if you or any other Insured driver do not qualify for cover as set out within our acceptable criteria.
- Where the rental agreement exceeds 31 days in length.
- Any claim where the Rental Vehicle is being used in any
- competition, trial, race or trial of speed, including off-road events, whether between Rental Vehicle s or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
- Any claim under the rental vehicle agreement which occurred prior to the Period of Insurance as shown on Your Schedule of Insurance or Confirmation of Coverage that You were aware was an Imminent Claim.
- Any claim on a Motor Vehicle insurance relating to windscreen or glass repair or replacement.
- Any Administration costs added to damage in respect of a hire car.
- Any claim notified to us more than 31 days following the end of the rental term as set out on your vehicle rental agreement.
- Where damages arise from operating the rental vehicle in violation of the terms set out within your rental agreement
- For Damages that are caused by wear and tear or gradual deterioration.
  - Any Act of Terrorism, war or warlike operations. Any claim that has been Waived or Reimbursed.
- Any liability you accept by agreement or contract, unless You would have been liable anyway.

## Conditions Applicable

- Your** Motor Excess Protection Insurance Policy will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
- Your Vehicle Hire Rental Agreement** must be maintained, current and valid
- The Insured **Policyholder** must match the name stated on **Your Vehicle Hire Rental Agreement**.
- In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
- Right of Recovery – **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
- Other Insurance – if **You** were covered by any other insurance for the **Excess** payable following an Incident, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
- You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- We** will only give You cover that is described in this policy if You have complied with the terms and conditions under **Your Vehicle Hire Rental Agreement** and all the terms and conditions of this insurance policy, as far as they apply.
- If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
- You and any **Named Driver** must have a current full and valid UK driving licence, or hold a full internationally recognised licence and be legal in any given country where the vehicle is being driven under your **Vehicle hire rental agreement**.
- We** have the right to approach any third party in relation to your claim.

# Vehicle Hire Excess Insurance



## How to Make a Claim

**Your** claim will be handled on the insurers behalf by Drive-365 (Motoring Solutions) Ltd. The process has been designed specifically to enable the process and handling of **Your** claim to be as quick and efficient as possible.

### Via Email

Please feel free to email [support@drive-365.co.uk](mailto:support@drive-365.co.uk) to inform us of your claim whereby a claim form shall be provided to you.

Or

### By Phone

Please call on 01945 586222 to notify **Us** of **Your** claim. **You** will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to **You**.

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

## Complaints Procedure

**We** do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** enquiry/complaint to :-

**Drive-365 (Motoring Solutions) Ltd**  
4 Bridge Street  
Wisbech  
Cambridgeshire  
PE13 1AF

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman):-

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
0800 023 4567  
[Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

These procedures do not affect **Your** right to take legal action.

## Compensation Scheme

Policies issued by Evolution Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

## Data Protection

**We** may store, use and process **Your** personal information in order to administer **Your** policy and provide **You** with **Our** services; identify other products and services that might be suitable for **You**; renew **Your** policy with **Us** and keep **Our** records about **You** up to date. **We** may also use this information to prevent and detect fraud and/or money laundering or similar activity.

Under the Data Protection Act 1998 **You** are entitled to a copy of the information **We** hold about **You** on request, upon payment of the relevant fee. Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate so that **We** can correct it. The information **We** hold about **You** is confidential. **We** will only ever disclose it to another party with **Your** consent, for the purposes of contacting **You** about other products or services, if the law requires **Us** to disclose it and/or to **Our** agents providing services to **You**.

**We** may monitor and record phone calls to help maintain **Our** quality standards and for security purposes.