

Duration of Cover

This policy is normally valid for a period of 12 months from the date shown on Your Certificate of Insurance and covers rental vehicles hired under a Vehicle Rental Hire Agreement of no more than 31 days duration.

Cooling off Period

You have the right to cancel your policy of insurance within 14 days from the date of issue or receipt of your policy terms and conditions, whichever is the later. We will refund to you any premium you have paid and we will recover from you any payments we have made. If you wish to cancel your policy, please notify your selling broker if you wish to cancel your policy during this period

Claim Notification

In the event of a **claim under this policy**, please request a claim form by either:

Calling Drive 365 (Motoring Solutions) Ltd by phone on **01945 586222**

Or by email to support@drive-365.co.uk

Please note that if you need to make a claim under this policy, you must contact us within 31 days of the end of your rental agreement.

Your Right to Complain

If you wish to register a complaint, please contact us:

In writing to

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

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0300 123 9 123 or 0800 0 234 567

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, they are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk website

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 Astrenska Insurance Limited.
Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA number: 202846

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 cover **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 **You** do not want this policy for any reason, 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.

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 of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

'**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**.

'**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**.

'**Rental Vehicle**' means a single vehicle being a:

- Car with up to 9 seats including the driver;
- Motor Home or Camper Van with a gross vehicle weight of less than 7,500 Kg;
- Van with a gross vehicle weight of less than 7,500Kg;
- Minibus with a gross vehicle weight of less than 7,500Kg and having no more than 15 seats including the driver

which :

1. is less than 10 years old
2. has a published list price as new, or a current market value (whichever is the higher) of less than £50, 000 (or the equivalent value in the respective country)
3. has a published acceleration performance for 0-60 mph (0-100kph) of greater than 6 seconds

This cover does not include rental vehicles which belong to the following categories:

- Motorcycles, mopeds or motorbikes;
- Off-road vehicles;
- Vehicles that carry 9 or more passengers for cars or 15 passengers for minibuses;

'**Vehicle Hire Rental Agreement**' the contract with a maximum duration of 31 days, which is 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.

'**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 on behalf of Astrenska Insurance Limited.

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

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.

Cover Provided

1. Cover is provided for 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.
2. 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

To be eligible for cover under this policy:

1. **You** must hold a current valid full EEA licence and must have held such licence for at least two years at the start of this policy
2. **You** and any other **Named Drivers** must be permanently resident in any country listed within the EEA
3. The **rental vehicle** must be being driven within the listed EEA Countries
4. **You** must be eligible to hire and drive the **Rental Vehicle** set out within your **Vehicle Hire Rental Agreement**
5. All drivers must be aged between the ages of 25 – 74 at the time of this policy and the Vehicle Hire Rental Agreement being taken out

What is not Covered (Exclusions)

You are not covered for:

1. Any claim if **your** country of residence is outside the **European Economic Area (EEA)** or if **you** or any other **Named Drivers** do not qualify for cover as set out within **our** "Who is eligible for cover" section.
2. Any claim where the **Rental Vehicle**:
 - a. Is a moped, motorcycle or motorbike
 - b. Is an off-road vehicle
 - c. Has a gross vehicle weight of more than 7,500kg
 - d. Has more than 9 seats (or more than 15 seats if it is a minibus) including the driver
 - e. Is more than 10 years old
 - f. Has a published list price as new, or a current market value (whichever is the higher) of £50,000 or more
 - g. Has a published acceleration performance over 0-60mph (0-100kph) of less than or equal to 6 seconds
3. Any claim where **you** have not met the terms of **your Vehicle Hire rental agreement**.
4. Where the **Vehicle Hire rental agreement** exceeds 31 days in length.
5. Any claim where the **Rental Vehicle** is being used in any competition, trial, race or trial of speed, including off-road events, whether between vehicles 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.
6. Any commercial use of the vehicle including hire and reward
7. Any **Rental Vehicle** which has been modified from the manufacturer's standard specification for that vehicle
8. Any claim under the **Vehicle Hire Rental Agreement** which occurred prior to the **Period of Insurance** as shown on **Your Schedule of Insurance or Confirmation of Coverage** or that **You** were aware was an **Imminent Claim**.
9. Any claim on a **Rental Vehicle** relating to windscreen or glass repair or replacement.
10. Any administration costs added to damage in respect of a **Rental Vehicle**.
11. Any claim notified to us more than 31 days following the end of the rental term as set out on your **vehicle hire rental agreement**.
12. Where damages arise from operating the **rental vehicle** in violation of the terms set out within your **Vehicle Hire rental agreement**
13. For Damages that are caused by wear and tear or gradual deterioration.
 14. Any Act of Terrorism, war or warlike operations.
 15. Any claim that has been Waived or Reimbursed.
16. Any liability **you** accept by agreement or contract, unless **You** would have been liable anyway.
17. Any claim where a contravention of the local laws has taken place resulting in a court action against **You**.

Conditions Applicable

1. **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.
2. **Your Vehicle Hire Rental Agreement** must be maintained, current and valid
3. The Insured **Policyholder** must match the name stated on **Your Vehicle Hire Rental Agreement**.
4. **You** must take reasonable care to answer any questions that **We** ask **You** truthfully and to the best of **Your** knowledge. **You** must also tell **Us** straight away if anything that **You** have already told **Us** changes. If **You** don't, **We** may have the right not to pay a claim, to reduce the amount of any claim that **You** make, and treat **Your** policy as if it never existed (with no refund of premium).

5. 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.
6. 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.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **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.
9. 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.
10. **You** and any **Named Driver** must have a current full and valid EEA driving licence, legal in any given country where the vehicle is being driven under your **Vehicle hire rental agreement**.
11. **We** have the right to approach any third party in relation to your claim.

How to Make a Claim

Your claim will be handled on the insurer's 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 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.

Compensation Scheme

Policies issued by Astrenska Insurance 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)

Data Protection

How We use the information about You

As an insurer and 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** Selling Broker and Marketing Intermediary 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); and,
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.

In order 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, contractors, investigators and claims management organisations (including Drive 365 (Motoring Solutions) Ltd) 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. In these circumstances, **We** have strict contractual terms in place, including the model legal terms defined by the European Union 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.

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: enquiries@2gi.co.uk

Postal Address: 2Gether Insurance, 4 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF

We may 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/>

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

Further information can be found on their website at www.financial-ombudsman.org.uk

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