



Cover4Rentals Car Hire Excess Insurance

Policy Wording

Underwritten by **Collinson Insurance Europe Limited**

Distributed by **Eversure Cell of Jatco Insurance Brokers PCC Limited**

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Introduction

Thank you for choosing **Cover4Rentals Car Hire Excess** insurance. It's important that **You** read this wording and **Your certificate of Insurance** to make sure that everything **You've** told **Us** is correct and that **You** understand the cover **We** are giving **You. You** must follow the terms and conditions set out in this policy wording. If there is anything **You** do not understand, please contact **Eversure Cell** via their website <u>cover4rentals.com/contact-us</u>.

Statement of Demands and Needs

This **Policy** will suit the **Demands and Needs** of any person who rents a vehicle from a **Rental Company** and wishes to protect themselves from the cost of the rental excess and other costs in the event of an **Accident**, **Damage** to or theft of the **Rental Vehicle**. This **Policy** is sold on a **non-advised** basis, meaning that **You** will not receive a personal recommendation from either **Us** or **Eversure Cell. You** should therefore ensure that the **Policy** meets **Your** own individual requirements.

Regulatory information

Who is the insurer?

This product is manufactured by Collinson Insurance Europe Limited (CIEL), which provides the cover under this policy. CIEL is an entity authorised and regulated by the Malta Financial Services Authority to carry on insurance business under the Insurance Business Act, CAP 403 of the Maltese Laws. Registration number in Malta: C89977. Address: 3rd Floor, Development House, St. Anne Street, Floriana FRN 9010, Malta. (https://www.mfsa.mt/financial-services-register).

Who distributes the insurance and handles claims, complaints, and customer service?

Cover4Rentals is the website through which the Cover4Rentals Car Hire Excess insurance product is sold. This insurance product is distributed by Eversure Cell of Jatco Insurance Brokers PCC Ltd. Address: "The Reed Centre", Blue Harbour, Ta' Xbiex Marina, Ta' Xbiex, XBX 1027, Malta. Eversure Cell of Jatco Insurance Brokers PCC Ltd is authorised under the Insurance Distribution Act (Cap. 487 of the Laws of Malta) and regulated by the Malta Financial Services Authority (MFSA) to act as an Insurance broker and to provide insurance distribution services across the EU/EEA member states by virtue of their passporting rights. (https://www.mfsa.mt/financial-services-register).

Eversure Cell is an Insurance Brokerage Cell of Jatco Insurance Brokers PCC Ltd (Company Registration No. C9233) which is a company authorised under the Insurance Distribution Act Cap. 487 to carry out insurance intermediaries activities, licensed to operate as a Protected Cell Company in terms of the Companies Act (Cell Companies Carrying on Business of Insurance) Regulations, 2010 and is regulated by the Malta Financial Services Authority.

MFSA Financial Services Register Reference Number (Authorised Person ID) ECEL2-21196.

Important Information About Your Policy

There is no legal requirement to take out the cover provided by this **Policy**. **You** should check any other insurance policies **You** already have to ensure that they do not provide the same coverage.

The currency used for this **Policy** will be Euros (EUR). **We** will calculate **Your Policy** premium based on the information **You** provide to **Us**. In return for the payment of **Your** premium by credit or debit card, **We** will provide the insurance cover detailed in this **Policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the **Period of Insurance**.

The language used for this **Policy** will be English. This includes all **Policy** documents and all correspondence with **Us** and **Eversure Cell** to administer **Your Policy** and to handle any claims.

How can You communicate with Eversure Cell?

This **Policy** distributed by Eversure Cell is available exclusively online. **You** can communicate with Eversure Cell via the Cover4Rentals website and email, and all the correspondence regarding this Policy will be via these means. If **You** wish to be contacted by another method, please let **Us** know.

Should **You** change **Your** email address please keep **Eversure Cell** informed so **We** and **Eversure Cell** are able to contact **You**.





Your Responsibilities

When taking out this policy **You** must take care to:

- a) Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct.
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to do so may mean that Your policy is invalid and that it does not operate in the event of a claim.

Lead Drivers & Additional Divers

What is the difference between a Lead Driver and an Additional Driver?

A **Lead Driver** is the person who takes out the **Rental Agreement** with the **Rental Company**. This means that in the event of damage to the **Rental Vehicle** they will be responsible for paying the cost of any damage. **Lead Drivers** must be named on this **Policy**. The person who buys the **Policy** (the policyholder) will automatically be listed as a **Lead Driver**. By choosing family cover the policyholder can add **Family Members** as **Lead Drivers**.

Most **Rental Companies** allow **You** to add **Additional Drivers** to the **Rental Agreement** in addition to the **Lead Driver**. There is no requirement for these **Additional Drivers** to be named on this **Policy** for them to be covered when driving the **Rental Vehicle**.

Who can be a Lead Driver?

- The person who buys the Policy (the policyholder) will always be a Lead Driver
- All **Lead Drivers** must meet the following eligibility criteria:
 - o Aged 25-84 (inclusive) at the start of the Period of Insurance
 - Resident of the European Union or an EEA nation

Who can be an Additional Driver?

- Additional Drivers must:
 - o Be named on the **Rental Agreement**
 - o Be aged 25-84 years (inclusive) at the start of the **Rental Agreement**.
 - o Be a resident of the **United Kingdom**, the European Union, an EEA nation, or Switzerland.

Additional Requirements for all Lead Drivers and Additional Drivers

- Lead Drivers and Additional Drivers must:
 - Hold a current valid driving licence issued in the **United Kingdom**, the European Union, by an EEA nation or by one of the following countries: Australia, Canada, New Zealand, Switzerland, or the United States of America.
 - o Not be driving against the advice of a medical practitioner.





Making Changes to Your Policy

To make changes to Your policy, contact Eversure Cell:

Go to <u>cover4rentals.com/contact-us</u>

Eversure Cell will tell **You** if **You**r policy terms or price will change before confirming the change. Check **Eversure Cell's Client** Terms of Business Agreement for any fees that may apply.

If **You** have a single trip **Policy** and need to extend **Your** trip, please ensure **You** submit **Your** request via **Eversure Cell's** website prior to the expiry date of **Your Policy**. **We** will continue to provide cover on the condition that **You** confirm the change and pay any additional premium when **Eversure Cell** respond to **Your** request.

Making a Claim

To make a claim please visit cover4rentals.com/claims and complete the online claim notification.

Before making a claim, please ensure You have the following information and documents to hand and ready to upload:

- Your Policy number (shown on the Certificate of Insurance).
- The Rental Agreement.
- Documentation from the Rental Company showing the charges You would like to reclaim.
- A copy of the bank or card statement showing payment to the Rental Company for the charges You are reclaiming.
- A copy of the Lead Driver's driving licence.
- A copy of the Additional Driver's driving licence, if they were driving at the time of the incident.

In some cases, **We** and/or **Eversure Cell** may need to request further documentation from **You**. If this is the case, **Eversure Cell** will contact **You**. Upon receipt of all required documentation **Eversure Cell** will settle all eligible claims within 30 days on **Our** behalf.

Important Information

For claims under Section 2 – Collision Damage Waiver, where the claim is in excess of EUR5,000 (or the local currency equivalent) please notify **Eversure Cell** of the potential claim prior to making any payment to the **Rental Company**.





Definitions

When any of the following words and phrases appear in **Your Policy** documents or the **Certificate of Insurance**, they will have the same meaning wherever they appear and are highlighted using **bold** print.

- Accident An unintentional sudden, unexpected event involving the Rental Vehicle.
- Additional Driver A person listed on the Rental Agreement in addition to the Lead Driver. An Additional Driver cannot hire a Rental Vehicle independently from the Lead Driver but can drive the Rental Vehicle without being accompanied by the Lead Driver.
- Auto Glass Any glass that forms part of the Rental Vehicle and includes windscreens, windows, internal/external lights, and sunroof.
- Car Club A Rental Company that provides their own fleet of vehicles for hire on a short term, on-demand basis. This does not include companies that facilitate peer-to-peer sharing and renting of vehicles.
- Certificate of Insurance The document that shows: Your name, the Lead Driver(s), the Period of Insurance, the covers and sections that are insured under Your Policy (including the limits of indemnity or sum insured), and the premium You must pay.
- Cover4Rentals the website through which the Cover4Rentals Car Hire Excess insurance product is sold. This website is provided by Eversure Cell of Jatco Insurance Brokers PCC Ltd under Binding Authority Agreement with Collinson Insurance Europe Limited. Agreement Reference: EVERCIELCDWXS.
- Damage Physical damage to the Rental Vehicle caused by fire, vandalism, Accident, or attempted theft.
- **Europe** –Andorra, Austria, Belgium, Bulgaria, The Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Corsica, excluding Overseas Departments), Germany, Gibraltar, Greece, Hungary, Isle of Man, Italy (including Sardinia and Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (including Maderia), Republic of Ireland, Romania, San Marino, Slovak Republic, Slovenia, Spain (including the Balearic and Canary Islands), Sweden, Switzerland and the **United Kingdom**.
- Eversure Cell Eversure Cell of Jatco Insurance Brokers PCC Limited (Malta Company Number C9233).
- Family Member Your mother, father, brother, sister, daughter, son, husband, wife, partner (including common law and civil partnerships and cohabiting couples), step-parent, step-child, step-sister or step-brother who must be permanently resident with You at the same address.
- Lead Driver You (and a Family Member if Family cover is purchased as an optional add on) named on Your Certificate of Insurance and as the hirer on the Rental Agreement.
- Loss of Use Time during which the **Rental Vehicle** is not available to hire due to **Damage** caused in relation to a **Rental Agreement**.
- Period of Insurance The commencement and expiration dates of Your Policy as stated on Your Certificate of
 Insurance. Where You renew Your annual cover, this includes any subsequent Periods of Insurance where a Rental
 Agreement spans multiple Policy years.
- **Personal Possessions** Luggage, clothing, personal effects and other articles normally worn, used, or carried during any trip(s). This does not include money, passports, mobile phones, tablets, navigation devices, laptops, audio equipment (including headphones) and photography equipment.
- Policy This document and Your Certificate of Insurance which together detail Your insurance cover.
- Public Highway Any road made or unmade that is intended for use by the general public.
- Rental Agreement the contract paid for and signed by a Lead Driver for the hire of the Rental Vehicle. This does not include vehicles provided under a credit hire agreement following a motor insurance claim, or courtesy vehicles provided by a vehicle servicing/repair business.
- **Rental Company** 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.
- Rental Vehicle A car (including 4x4's intended for use on-road) hired by a Lead Driver under a Rental Agreement from a Rental Company or Car Club. This does NOT include:
 - Vehicles with more than 7 seats.
 - Vehicles with a manufacturer recommended retail price of EUR75,000 (EUR65,000 for Silver Cover) (or the
 equivalent in local currency) or more in the country where You collected the Rental Vehicle..
 - Vehicles that are over 10 years old.
 - Vans, pickups (including pickups with a fitted hard top canopy), minibuses, motorhomes, campervans, or motorcycles.
- United Kingdom England, Scotland, Wales, Northern Ireland, The Channel Islands, The Isle of Man and Gibraltar.
- We/Us/Our Collinson Insurance Europe Limited.
- Worldwide Any country not otherwise excluded.
- You/Your The person named as the policyholder on the Certificate of Insurance.





Cover4Rentals Car Hire Excess Insurance

The following sections provide different types of protection when renting a vehicle. The sections only apply to **Your Policy** if shown as insured on **Your Certificate of Insurance** based on the cover (Silver or Gold) and options selected (see Annex 1).

Section 1 – Excess Reimbursement

✓ Included in Gold & Silver Cover

Important Note: You must ensure the **Rental Company's** basic Collision Damage Waiver (CDW) cover is included in the **Rental Agreement**. Whilst the **Rental Company's** CDW covers basic body damage, it usually has a high excess that **You** must pay if the **Rental Vehicle** is returned with damage. The basic CDW cover may also exclude certain types of damage such as tyres and windscreens. This section provides cover to enable **You** to reclaim the excess charged by the **Rental Company**.

Cover provided:

Excess:

If the Rental Vehicle is involved in an Accident, suffers Damage or is stolen and the Lead Driver is held responsible under the terms of the Rental Agreement, We will give You back:

- The part of rental excess charged to **You** by the **Rental Company.**
- Charges for Loss of Use from the Rental Company.
- Towing costs from the **Rental Company** in connection with the incident.
- Administration Charges from the Rental Company in connection with the incident.

Ancillary charges:

In the event of minor **Damage** (for example a tyre replacement) where **You** have paid the repairer directly, **We** will pay **You** back as long as:

- The cost of the repair was EUR250 (or local currency equivalent) or less.
- You get an invoice/receipt for the repair clearly showing the details of the Rental Vehicle and the repair undertaken.

Damages not covered under the CDW:

This section includes **Damage** to the following parts of the **Rental Vehicle** (which may be excluded from the **Rental Company's** standard Collision Damage Waiver cover):

- Auto Glass.
- Interior (only if shown as included on Your Certificate of Insurance).
- Roof.
- Tyres & wheels.
- Underbody.

Exclusions:

We will not pay for:

- 1 Any claim where the **Rental Agreement** doesn't include basic Collision Damage Waiver cover.
- 2 Any claim where You are unable to give us a repair invoice, repair estimate, damage matrix or similar document from the Rental Company (or the repairer for minor Damage) showing the cost of repairs to the Rental Vehicle and the rental excess being charged to You.
- 3 Any claim for a Rental Vehicle hired from a Car Club (unless shown as insured on Your Certificate of Insurance).
- 4 Any claim for **Damage** caused by **Volcanic Ash**.
- 5 Any claim for theft, attempted theft or vandalism not reported to the police (or equivalent authority) and an official report obtained.
- Any claim for an **Accident** not reported to the police (or equivalent authority), where required by local law, and an official report obtained.
- 7 Any claim where a third party is responsible, and You have (or will have) costs charged to You by the Rental Company in relation to the incident reimbursed.
- 8 Any claim for Loss of Use where the daily rate is more than the rate shown on Your Rental Agreement.
- 9 Any claim for costs for the cleaning of the **Rental Vehicle**.
- Any claim for loss of parts or components of the Rental Vehicle other than as a result of an Accident, theft, attempted theft, or vandalism.
- 11 Any claims for loss of contents of the **Rental Vehicle** belonging to the **Rental Company**.
- 12 Any claim for the use of a tyre foam canister unless accompanied by a claim for Damage to the tyres of the Rental Vehicle.

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance** which may also include separate limits for Loss of Use, Towing Costs and Administration Charges.





Section 2 – Collision Damage Waiver

Available only as an optional add-on under Gold cover, if selected and additional premium paid.

Important Note: In some cases, the **Rental Company** may not include Collision Damage Waiver (CDW) cover in the **Rental Agreement**. This means **You** are responsible up to the replacement cost if the **Rental Vehicle** is returned with damage or is stolen.

This section provides cover to enable **You** to reclaim charges from the **Rental Company** in the event of **Damage** or theft of the **Rental Vehicle**.

Cover provided:

If the **Rental Vehicle** is involved in an **Accident**, suffers **Damage** or is stolen and the **Lead Driver** is held responsible under the terms of the **Rental Agreement**, **We** will give **You** back:

- Charges from the Rental Company directly related to Damage or theft of the Rental Vehicle.
- Charges for Loss of Use from the Rental Company.
- Towing costs from the **Rental Company** in connection with the incident.
- Administration Charges from the Rental Company in connection with the incident.

In the event of minor **Damage** (for example a tyre replacement) where **You** have paid the repairer directly, **We** will pay **You** back as long as:

- The cost of the repair was EUR250 (or local currency equivalent) or less.
- You get an invoice/receipt for the repair clearly showing the details of the Rental Vehicle and the repair undertaken.

Exclusions:

We will not pay for:

- Any claim where You are unable to give us a repair invoice, repair estimate, damage matrix or similar document from the Rental Company (or the repairer for minor Damage) showing the cost of repairs to the Rental Vehicle and the rental excess being charged to You.
- 2 Any claim for a **Rental Vehicle** hired from a **Car Club** (unless shown as insured on **Your Certificate of Insurance**).
- 3 Any claim for **Damage** caused by **Volcanic Ash.**
- 4 Any claim for theft, attempted theft or vandalism not reported to the police (or equivalent authority) and an official report obtained.
- Any claim for an **Accident** not reported to the police (or equivalent authority), where required by local law, and an official report obtained.
- Any claim where a third party is responsible, and You have (or will have) costs charged to You by the Rental Company in relation to the incident reimbursed.
- 7 Any claim for Loss of Use where the daily rate is more than the rate shown on Your Rental Agreement.
- 8 Any claim for costs for the cleaning of the **Rental Vehicle**.
- 9 Any claim for loss of parts or components of the Rental Vehicle other than as a result of an Accident, theft, attempted theft, or vandalism.
- 10 Any claims for loss of contents of the **Rental Vehicle** belonging to the **Rental Company**.

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance** which may also include separate limits for Loss of Use, Towing Costs and Administration Charges.





Section 3 – Misfuelling

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:
If the Lead Driver or any Additional Drivers put the	We will not pay for:
wrong type of fuel into the Rental Vehicle, We will	1 Any claim for the cost of the incorrect or
give You back the costs of draining the incorrect fuel.	replacement fuel.
We will also give You back the towing costs for	2 Any claim for Damage to the engine or other
transporting the Rental Vehicle to a location where	components of the Rental Vehicle .
the fuel can be drained.	· ·

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance**.

Section 4 – Lock Out & Key Cover

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:	
Lock Out Cover	We will not pay for:	
If the Lead Driver or Additional Driver are locked out	1 Any claim for damage to the Rental Vehicle caused	
of the Rental Vehicle , We will give You back the cost	whilst gaining (or attempting to gain) access in the	
of getting access to the Rental Vehicle .	event of a lock out.	
	2 Any claim where the Lead Driver or any Additional	
Key Cover	Drivers do not tell the Rental Company as soon as	
If the keys to the Rental Vehicle are lost or stolen,	practically possible that the keys to the Rental	
the Lead Driver must notify the Rental Company as	Vehicle have been lost or stolen.	
soon as possible. We will give You back the cost of	3 Any claim where the keys to the Rental Vehicle are	
replacing the keys and if necessary, the locks of the	not returned as per the Rental Company's	
Rental Vehicle.	instructions at the end of the Rental Agreement .	
	For example, the Rental Company may have a	
	secure key box for returning keys out of hours.	
	4 Any claim where permission from the Rental	
	Company has not been obtained before contacting	
	a locksmith.	

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance**.





Section 5 – Curtailment of Rental

- ✓ Included in Gold Cover
- **★** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Lead Driver can't drive the Rental Vehicle on	We will not pay for:
unexpected medical grounds and no Additional	1 Any claim where You can't provide evidence from a
Driver is available resulting in the cancelling of the	medical practitioner that the Lead Driver can't drive
Rental Agreement, We will give You back the unused	the Rental Vehicle on unexpected medical grounds.
part of the Rental Agreement up to the amounts	
shown on the Certificate of Insurance .	

Section 6 – Drop Off Charges

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds and no Additional Driver is available, We will give You back the costs for recovering the Rental Vehicle to the Rental Company up to the amount shown on the Certificate of Insurance.	 We will not pay for: Any claim where You can't provide evidence from a medical practitioner that the Lead Driver can't drive the Rental Vehicle on unexpected medical grounds. Any claim for charges already incurred due to the Rental Agreement specifying different pick up and drop off locations.

Section 7 – Personal Possessions

✓ Included in Gold & Silver Cover

Cover provided:	Exclusions:
If Personal Possessions belonging to You or a Family Member are stolen either following forcible or violent entry to the Rental Vehicle or theft of the Rental Vehicle, We will pay up to the amounts shown on Your Certificate of Insurance for the cost of replacing the items.	 We will not pay for: Any claim not in conjunction with a valid claim for Damage to or theft of the Rental Vehicle for the same incident. Any claim where Personal Possessions were not placed out of sight in a luggage compartment of the Rental Vehicle. Any claim for theft of money (in any form), payment cards, tickets (of any sort), documents (of any type) and passports. Any claim for theft of mobile phones, tablets, navigation devices, laptops, audio equipment (including headphones) and photography equipment. Any claim where You have a travel insurance policy that provides cover for theft of Personal Possessions.





Section 8 – Road Rage & Car Jacking

- ✓ Included in Gold Cover
- **★** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Lead Driver suffers bodily injury as a result of a physical assault following an Accident involving the Rental Vehicle or during the theft or attempted theft of the Rental Vehicle , We will pay You a benefit of the amount shown on the Certificate of Insurance .	 We will not pay for: Any claim where You can't provide evidence from a medical practitioner of the Lead Drivers bodily injuries. Any claim where the incident has not been reported to the police (or equivalent authority) and an official report obtained. Any claim where the physical assault on the Lead Driver is carried out by an Additional Driver, Family Member or other person known to the Lead Driver. Any claim where the physical assault is provoked or contributed to by the Lead Drivers actions (or those of a passenger in the Rental Vehicle).

Section 9 – Personal Accident Cover

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:	
We will pay You a benefit if the Lead Driver is	We will not pay for:	
involved in an Accident whilst driving the Rental	1 Any claim arising from suicide, attempted suicide, or	
Vehicle which results in death, loss of limb, loss of	intentional self-injury.	
sight or Permanent Total Disablement.	2 Any claim where the driver of the Rental Vehicle is	
	convicted of an alcohol, drugs related, or any other	
We will consider payment for Permanent Total	offence in connection with the Accident .	
Disablement if We are satisfied that the disability will	3 Any claim where the Lead Driver was not wearing a	
continue for 12 months from the date of the Accident	seatbelt at the time of the Accident .	
and in all probability will continue for the reminder of	4 Any claim where death, loss of limb or sight,	
the Lead Drivers life.	Permanent Total Disablement does not occur within	
	180 days of the Accident.	
The amount We will pay is shown on Your Certificate	5 Any claim where You cannot prove to Us that the	
of Insurance.	Permanent Total Disablement will continue for 12	
	months from the date of the Accident and in all	
	probability will continue for the remainder of the	
	Lead Drivers life.	
	6 Any Accident not involving the Rental Vehicle.	

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance**.





Section 10 – Family Cover

Available as an optional add-on under Silver and Gold cover, if selected and additional premium paid.

This section allows **You** to list **Family Members** on the **Policy** as **Lead Drivers**. This means the **Family Member** will be able to benefit from the cover provided by this **Policy** when taking out a **Rental Agreement** in their name.

Family Members must be permanently resident with **You** at the same address and meet the 'Driver Eligibility' criteria listed under 'General Conditions and Exclusions Applying to **Cover4Rentals** Car Hire Excess Insurance'.

Section 11 – Breakdown Cover

- ✓ Included in Gold Cover
- **✗** Not Included in Silver Cover

Cover provided:	Exclusions:
If the Rental Vehicle suffers a mechanical or electrical failure (including a flat battery) or has a flat tyre, We will give You back costs relating to roadside assistance and towing incurred as a direct result of the incident. Where You have paid a third-party business directly for these costs instead of the Rental Company, We will pay You back as long as: You get an invoice/receipt clearly showing the details of the third-party business, the Rental Vehicle and the service provided.	 We will not pay for: Any claim where You are unable to give us an invoice or similar document from the Rental Company or third-party business. Any claim for repairs to the Rental Vehicle, other than those covered under Section 1 – Excess Reimbursement or Section 2 – Collision Damage Waiver.

The maximum amount **We** will pay for any single claim under this section is limited to the amount shown on the **Certificate of Insurance**.





Conditions and Exclusions applying to Cover4Rentals Car Hire Excess Insurance

This section provides details of the key conditions and exclusions that apply to **Your** cover. It is important that **You** read and understand these to ensure that the cover suits **Your** demands & needs. <u>Details of more general policy provisions and exclusions are included later in this document.</u>

Conditions:

1 Driver Eligibility

Lead Drivers and Additional Drivers must:

- a. Be aged 25-84 years (inclusive) at the start of the Period of Insurance (or the start of the Rental Agreement for Additional Drivers).
- b. Be a resident of:
 - i. the European Union or an EEA nation for **Lead Drivers**, or
 - ii. the United Kingdom, the European Union, an EEA nation or Switzerland for Additional Drivers.
- c. Hold a current valid driving licence issued in the **United Kingdom**, the European Union, by an EEA nation or by one of the following countries: Australia, Canada, New Zealand, Switzerland, or the United States of America.
- d. Not be driving against the advice of a medical practitioner.

2 Geographic Limits

Cover is provided for **Rental Vehicles** hired in and used only within the geographical limit shown on **Your Certificate of Insurance**.

- 3 **Policy Duration**
 - Single Trip One or more consecutive Rental Agreements within the Period of Insurance.
 - Annual Cover Unlimited Rental Agreements within the Period of Insurance with each individual Rental Agreement not longer than the maximum rental period shown on Your Certificate of Insurance.
- 4 Concurrent Rentals

Each **Lead Driver** may only have one active **Rental Agreement** at any given time.

Exclusions:

We will not pay for:

- 1 Any claim in relation to a Rental Vehicle hired in Your country of residence (unless shown as insured on Your Certificate of Insurance).
- 2 Any claim where the Lead Driver on the Rental Agreement is not listed as insured on Your Certificate of Insurance.
- 3 Any claim where the driver of the Rental Vehicle is not listed as the Lead Driver or Additional Driver on the Rental Agreement.
- 4 Any claim where the **Period of Insurance** does not cover the whole period of the **Rental Agreement**.
- 5 Any claim related to a Rental Vehicle used for a purpose other than the permitted use shown on Your Certificate of Insurance. Where business use is excluded, this means use of the Rental Vehicle in connection with any occupation, trade or profession.
- 6 Any claim where the terms of the **Rental Agreement** have not been followed.
- 7 Any claim where the **Rental Vehicle** was hired from Green Motion, Wheego or Panek.
- 8 Any claim for the mechanical or electrical failure of the Rental Vehicle other than cover provided by Section 11 - Breakdown Cover if shown as insured on Your Certificate of Insurance.
- 9 Any claim resulting from the use of the Rental Vehicle anywhere other than a Public Highway.
- Any claim for travel to or through Afghanistan, Armenia, Belarus, Côte d'Ivoire, Crimea, Cuba, Democratic Republic of Congo, Dominican Republic, Iceland, Iran, Iraq, Israel, Jamaica, Liberia, North Korea, Myanmar, Republic of the Congo, Russia, Sudan, Syria, Venezuela, Ukraine, and Zimbabwe.
- 11 Any claim for travel to a country or region where the government in **Your** country of residence has advised against all travel, or all but essential travel.





General Policy Provisions

These conditions apply to the whole of **Your Policy** unless otherwise stated. Other conditions may apply to individual Covers or Sections of Cover. Please refer to the Cover wordings for details.

Law Applicable to Your Policy

This **Policy** is governed by and interpreted in accordance with the laws of the country in which **You** are habitually resident within the EU or EEA. The courts of jurisdiction are also set in the country in which **You** are habitually resident.

Only **You** and **We and/or Eversure Cell** (on our behalf) may enforce the terms of this **Policy**. No other person shall be able to. If **You** or **We** and/or **Eversure Cell** (on our behalf) elect not to enforce any right under this **Policy**, this shall not affect **Your** or **Our** and/or **Eversure Cell**'s ability to rely on any other rights which may arise in future. If any part of this **Policy** is held to be legally not valid, this shall not affect the validity of any other parts of the **Policy**.

Cancelling Your Policy

If **You** wish to cancel **Your Policy** for any reason, **You** must notify **Eversure Cell** via their website cover4rentals.com/contact-us. **You** will need to confirm **Your** policy number, personal details and when **You** would like cancellation to be effective from.

Annual Policies and Single Trip Policies of 31 days or more:

You have the right to cancel Your Policy of insurance within 14 days of either the receipt of Your Policy documentation, or the start date of Your Policy, whichever is the later. Provided no claim has been made and there has been no incident known to You prior to cancellation which may give rise to a claim, We will refund to You any premium You have paid.

You may cancel the insurance cover after 14 days, however We will not return any premium.

Single Trip Policies of 30 days or less:

You do not have any statutory cancellation rights, however, if You request to cancel prior to the start of the Period of Insurance, We will refund to You any premium You have paid. Once the Period of Insurance has commenced, We will not return any premium.

Important Note About Cancelling Your Policy

Please refer to **Eversure Cell's** Client Terms of Business Agreement for details of any other fees that may be payable in the event of cancellation.





General Policy Provisions (continued)

Our Right to Cancel

We do not have to accept renewal of any insurance and may at any time cancel any insurance Policy where there is a valid reason for doing so by sending You a notice in advance according to the regulation in Your country of residence. A cancellation notice will be sent to You by email using the contact details provided by You when purchasing the Policy.

Valid reasons may include but are not limited to:

- a) Where **We** and/or **Eversure Cell** 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.

Where **Our** and/or **Eversure Cell**'s investigations provide evidence of fraud or a serious non-disclosure, **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, which may result in **Your Policy** being cancelled from the date **You** originally took it out.

If **We** cancel the **Policy**, **You** will receive a pro-rata return of premium for the number of complete unexpired months remaining of **Your Policy**. **You** will not be entitled to a pro-rata refund if the reason for cancellation is fraud or failure to co-operate.

Renewal of Your Policy (Annual Cover Only)

Where possible **We** will renew **Your Policy** automatically to avoid any unintended break in **Your Policy** cover. **Eversure Cell** will write to **You** at in good time before **Your Policy** is due to expire to provide **You** with details of the new premium and any changes to the **Policy** terms and conditions. **We** will send this notice as required by the regulation in **Your** country of residence and at least 14 days before **Your Policy** is due to expire.

If **You** are still eligible and happy with the renewal information, **You** do not need to contact **Us** further. Payment will be taken from the credit or debit card **Eversure Cell** hold on file up to 7 days before **Your** renewal date.

If **You** do not want **Us** to automatically renew **Your Policy**, **You** need to contact **Eversure Cell** about this by visiting <u>cover4rentals.com/contact-us</u>.

Once payment has been taken **You** can still cancel the policy and obtain a full refund, provided **You** contact **Eversure Cell** within 14 days of the date **Your Policy** renewed and **You** have not made or are intending to make a claim under the renewed **Policy**.

<u>If Eversure Cell does not receive your renewal premium by the expiry date, Your cover will automatically end on the expiry date shown on the Certificate of Insurance.</u>





General Policy Provisions (continued)

Fraud

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

- a) Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy.
- b) Fails to reveal or hides a fact likely to influence the cover **We** provide.
- c) Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- d) Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- e) Makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way.
- f) Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

We will not pay any benefit under this **Policy** or return any premium to **You**, and **We** may either void **Your Policy** from inception, or cancel **Your Policy** immediately and backdate the cancellation to the date of any fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Insurance Under More than One Policy

If **You** have any other insurance policies that provide the same cover as this **Policy**, **We** will only pay **Our** share of any claim.

Subrogation

Before or after any payment is made by **Us**, **We** can take legal action in **Your** name but for **Our** benefit to get back any payment **We** have made under **Your Policy**. **You** are not authorised to admit liability for any eventuality or give a promise of undertaking to anyone which binds **You** or **Us**.





General Policy Exclusions

<u>These exclusions apply to the whole of **Your Policy** unless otherwise stated. Additional exclusions apply to individual Covers or Sections within such Cover. Please refer to the Cover wordings for details.</u>

Interest & Currency Conversion Fees

We will not pay for any interest or currency conversion fees You incur in connection with the Rental Vehicle.

In the case of expenses incurred in countries which have not adopted the Euro as their currency, the reimbursement will be calculated at the exchange rate noted by the European Central Bank relating to the day on which **You** incurred the expenses.

Unacceptable Vehicle Uses

We will not pay for any claim related to a Rental Vehicle used for:

- 1 The motor trade.
- 2 Dispatch, courier, food delivery, taxi, hire and reward or messenger services.
- 3 Off-road leisure events.
- 4 Racing, trials, pace-making or being in any contest, reliability or speed trial and
- 5 Driving on any racetrack or circuit, or derestricted toll road including the Nürburgring.

Deliberate or Criminal Acts

We will not pay for any claim resulting from a criminal, deliberate or wilful act by a **Lead Driver** or **Additional Driver** or acts committed whilst a **Lead Driver** or **Additional Driver** are in a state of insanity.

Indirect Loss

We will not pay for an indirect loss of any kind (that is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following:

- a Loss of revenue.
- b Loss of earnings.
- c Additional travel costs.
- d The cost of preparing a claim.
- e Compensation for stress or inconvenience.

Terrorism

We will not pay any claim directly or indirectly caused by, contributed to by or arising from:

- a Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to Terrorism

War

We will not pay for any claim directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **Us** and/or **Eversure Cell** 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** and/or **Eversure Cell** transact business.

Government or Public Authorities

We will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.





Making a Complaint

We and **Eversure Cell** believe **You** deserve courteous, fair, and prompt service and if there is any occasion when the service does not meet **Your** expectations, please contact:

Step 1 – **Your** initial complaint:

Contact the Complaints Manager of Eversure Cell (the distributor of the Policy):

Name: Ms Roberta Saglimbene

By post to: "The Reed Centre", Blue Harbour, Ta' Xbiex Marina, Ta' Xbiex, XBX 1027, Malta

By email: roberta@jatcoinsurance.com

By telephone: +356 2779 1091

If **Your** complaint relates to a claim, **Eversure Cell** will forward **Your** complaint to the claim handler appointed by **Us** to handle claims under the section of cover **Your** complaint relates to. **Eversure Cell** will notify **You** that this has happened and who will be handling **Your** complaint.

Your complaint will be acknowledged within 3 working days. **We** and **Eversure** Cell aim to resolve all complaints in a timely and effective manner. In **Our** acknowledgement **We** will outline the process and relevant timescales for handling **Your** complaint which will depend on **Your** country of residence.

Step 2 – If **Eversure Cell** are unable to resolve **Your** complaint:

If **You** are still not satisfied with the answer provided or have not received any answer from **Eversure Cell, You** can contact the Insurer:

Collinson Insurance Europe Limited (CIEL) is the Insurer and underwrite all the benefits provided under the **Policy**. CIEL appointed Collinson Insurance Solutions Europe Limited (CISEL) to handle complaints on its behalf as indicated above. By post to: Collinson Insurance Solutions Europe Limited (UK Branch), Quality Department, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN, England

By email: cielcomplaints@collinsoninsurance.com

Step 3 – If **We** are unable to resolve **Your** complaint:

Complaints can also be submitted in English to the Arbiter for Financial Services:

By post to: Office of the Arbiter for Financial Services (Malta), N/S in Regional Road, Msida, MSD1920, Malta

Online Contact Form: https://financialarbiter.org.mt/oafs/enquiry

Website: https://www.financialarbiter.org.mt/

By telephone: (+356) 21249245

For the resolution of cross-border disputes, it is possible to submit a complaint to the competent foreign system by requesting the activation of the FIN-NET procedure, which can be found by accessing the website http://www.ec.europa.eu/fin-net.

Step 4 – If **Your** complaint is still unresolved:

If **You** are still not satisfied with the handling of **Your** dispute by **Us** or in the event of disagreement or dissatisfaction with the insurance policy, **You** can contact an external dispute resolution entity in **Your** country of residence which can be a supervisory authority, an ombudsman service or another type of external dispute resolution. The list of these entities and of any other relevant information specific to **Your** country of residence is available on **Eversure Cell**'s website at https://cover4rentals.com/resolving-my-complaint.

Following this complaint procedure does not stop You from taking legal action.





Data Processing Notices

Eversure Cell's Data Processing Notice

Eversure Cell will process any personal information they obtain in the course of providing services to **You** in accordance with the Malta Data Protection Act 2018 and General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

In administering **Your** insurances and where applicable arranging premium finance it will be necessary for **Eversure Cell** to process **Your** personal data in order to provide **You** with the particular insurance product or service that **You** request and to administer the same. Eversure Cell process such data for the purpose of providing **You** with quotations, underwriting, risk assessment, claims handling and any other purpose for which **Eversure Cell** may be obliged or authorized to process such data by or under any law, statutory and/or contractual requirement, including that of preventing, detecting or suppressing insurance fraud. For these same purposes, **Eversure Cell** may need to transfer **Your** personal data to third parties including but not limited to service providers (insurance companies and agents), surveyors, repairers, loss adjusters, investigators, credit reference agencies, banks and insurance associations. Such third parties may be local (Malta) or foreign, and may form part of an international organisation or a group of companies. Personal data may also be obtained from other sources including but not limited to insurance companies' systems, the Electoral Register, and the Transport Malta system. **You** can view their full legal bases for processing **Your** data by visiting: https://cover4rentals.com/policy-documents/en/Cover4Rentals-PrivacyPolicy-EU-Residents.pdf

You are required to provide Eversure Cell personal data since failure to provide such data may result in not being able to provide a suitable insurance product or service. Furthermore, You are requested to notify Eversure Cell immediately if there is any material change in risk or change in any other personal information provided, to ensure that information held by Eversure Cell is accurate at all times.

Some of the details **You** may be asked to give **Eversure Cell**, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. Such information is necessary for **Eversure Cell** to perform the contract with **You**, and **You** signify **Your** consent to its being processed by **Eversure Cell** (on **Our** behalf) in arranging and administering **Your** insurances. Subject to certain exceptions, **You** will be entitled to have access to **Your** personal and sensitive personal data free of charge. However, **Eversure Cell** reserve the right to charge an administration fee for providing this service, but only where requests are manifestly unfounded or excessive, including repetitive requests or requests for multiple copies.

If at any time **You** wish **Eversure Cell**, or any company associated with **Eversure Cell**, to cease processing any of the personal data or sensitive personal data they hold about **You**, or to cease contacting **You** about products and services, please contact **Eversure Cell** using the details provided in the 'Making Changes to **Your** Policy' section of this document.

Please be reminded of Your rights in line with data protection laws and regulations, which are as follows:

- Right to information, on the type of data requested, the reasons for and how We process Your personal data.
- Right of access, which is Your right to obtain from Eversure Cell confirmation as to whether personal data concerning You is being processed, where and for what purpose. Furthermore, upon Your request, Eversure Cell shall provide You with a copy of Your personal data, free of charge, in a structured, commonly used, electronic and machine-readable format, to ensure data transparency and data portability. Eversure Cell acknowledge that You have the right to transmit this data to any other party.
- Right to object to the processing of Your personal data and to direct marketing.
- Right of rectification/correction of the personal data concerning You.
- Right to be forgotten, that is Your right to have Your personal data erased, no longer processed, cease further dissemination of the data, and potentially have third parties halt processing of the data where the personal data is no longer relevant to the purposes for which the information was originally collected and processed.
 You can withdraw Your consent or object to the processing of personal data concerning You, or where the processing of Your personal data does not comply with the GDPR. At the same time, Eversure Cell remind You of their requirements, in terms of the Companies Act (Cap. 486) and the General Data Protection Guidelines Guidelines for the Promotion of Good Practice Insurance Business Sector to retain Your





personal data for a minimum period of ten (10) years following the lapse/ cancellation of **Your** insurance product/service. **Your** data shall be stored/archived securely in line with GDPR requirements. Hence, erasure of personal data may be requested following this time-frame.

- Right to withdraw consent, to processing Your personal data.
- Right to restrict, the processing of Your personal data.
- **Right to portability**, that is **Your** right to receive a copy of **Your** personal data in a commonly used machine-readable format, and to request to have the data transferred to any other parties.
- Right to object to automated decision-making, including profiling which is the processing of personal data for
 the purpose of evaluating personal aspects in order to make predictions about You based on a series of
 statistical deductions.

Any Data Protection related requests must be sent to **Eversure Cell** in writing to the attention of its Data Protection Officer, Ms Aida Tortell on aida@jatcoinsurance.com and signed by **You** as the data subject. Kindly also be informed that audio calls made from and received on **Eversure Cell**'s telephone lines are recorded.

You may also lodge a complaint with the supervisory authority, the Office of the Information and Data Protection Commissioner, Floor 2, Airways House, Triq Il-Kbira, Sliema SLM 1549 Malta, if **You** are not satisfied with **Eversure Cell**'s data protection processes.

By using **Eversure Cell**'s services, **You** consent to **Eversure Cell** processing **Your** personal data for the purposes as described in this Notice, unless **You** otherwise inform **Eversure Cell** in writing.

Collinson Insurance Data Processing Notice

How we use the information about you

As **Your** insurer and 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 **Eversure Cell** 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.
- Protect **Our** legitimate interests.

Some of the personal information that **You** provide may be sensitive information. This includes details about **Your** health or medical records. Where **We** need **Your** consent to collect and process **Your** sensitive information, this will be obtained from **You** at the relevant time. Please note that, in these cases, **We** may not be able to sell **You** an insurance **Policy** or deal with a claim if **You** do not agree to **Us** processing relevant sensitive information.

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, 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 Malta Financial Services 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.





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

Postal Address: Data Protection Officer, 3 More London Riverside, London, SE1 2AQ, England

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. Postal Address: Complaints Manager, 3 More London Riverside, London, SE1 2AQ, England

You can also complain directly to the Data Protection Commissioner in Malta who can be contacted in the following wavs:

Postal Address: Information and Data Protection Commissioner Level 2, Airways House,

High Street Sliema, SLM 1549 Malta

Tel: (+356) 2328 7100

Email: idpc.info@idpc.org.mt





Annex 1 – Cover Level Benefit Summary

Policy Section	Silver Cover	Gold Cover
Section 1: Excess Reimbursement	€10,000	€12,000
Damage to Roof & Undercarriage	Covered	Covered
Damage to Tyres and Wheels	Covered	Covered
Damage to Interior of Vehicle	Not Covered	Covered
Administration Fees	€200	€500
Towing Charges	€500	€1,000
Section 2: Collision Damage Waiver	Not Available	Optional*
Section 3: Misfuelling	€500	€1,500
Section 4: Lock Out & Key Cover	Covered	Covered
Lock Out	€500	€1,500
Key Cover	€500	€1,500
Section 5: Curtailment of Rental	Not Covered	€30 per day up to €300 in
		total
Section 6: Drop Off Charges	Not Covered	€300
Section 7: Personal Possessions	€250	€1,000
Section 8: Road Rage & Car Jacking	Not Covered	€1,000
Section 9: Personal Accident	Not Covered	€10,000
Section 10: Family Cover	Optional*	Optional*
Section 11: Breakdown Cover	Not Covered	€500
All Policy Sections		
Rentals in Your Country of Residence	Not Covered	Covered
Rentals from Car Clubs	Not Covered	Covered
Permitted Use	Leisure Use Only	Leisure & Business Use

^{*}Subject to cover being chosen and additional premium paid.