About Us

"Cover4Rentals Car Hire Excess Insurance is an insurance product distributed by Eversure Cell of Jatco Insurance Brokers PCC Ltd, a Protected Cell of Jatco Insurance Brokers PCC Ltd (Malta Co. Reg. 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, Mdina Road, Zone 1, Central Business District, Birkirkara CBD1010 Malta). MFSA Financial Services Register Reference Number (Authorised Person ID) ECEL2-21196. Registered address: The Reed Centre, Blue Harbour, Ta' Xbiex Marina, Ta' Xbiex XBX1027 Malta."

You can check this out on the Malta Financial Services Authority's (MFSA) website at www.mfsa.mt which includes a register of all the firms regulated by the MFSA or by calling the MFSA on +356 2144 1155. Our permitted business is distributing, arranging, assisting in the administration and performance of general insurance contracts. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address or via the contact us page of our website.

Additional Regulatory Information

Eversure Cell is required to follow the regulatory requirements of each country of the EEA and more specifically to disclose the below information:

- **Ireland** – Eversure Cell is regulated by the Central Bank of Ireland for consumer protection rules. Website www.centralbank.ie.
- **Sweden** – Eversure Cell is subject to the supervision of the Swedish Financial Supervisory Authority (Finansinspektionen) regarding insurance distribution. Postal address: Finansinspektionen, Box 7821, 103 97 Stockholm, Sweden. E-mail: finansinspektionen@fi.se Telephone: +46 8 408 980 00 Website: www.fi.se Eversure Cell is subject to supervision by the Swedish Consumer Agency (Konsumentverket) regarding marketing practices.

Eversure Cell hold professional indemnity insurance to protect us from professional errors or negligence in the course of our insurance distribution activities.. Details of this insurance are available on request, please contact us via our website cover4rentals.com/contact-us

Your Responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Policy Amendments

If you wish to request a change to your policy, please contact us via our website cover4rentals.com/contact-us. We will usually respond within two working days. Changes will not be considered to have taken effect until we have confirmed them to you in writing and, if applicable, collected the relevant premium. If you have not heard from us within 5 working days of submitting your request, you should attempt to contact us again via the contact us page of our website.

Extending Single Trip Cover when we are closed

If you have a single trip car hire excess insurance policy, and you need to extend the cover dates outside of our opening hours, please refer to the insurer's policy wording for instructions.

Our Services

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, before providing you with quotations, we establish an understanding of your insurance requirements and demands and needs, so may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed. On the basis of the information you provide to us, your demands and needs would have been assessed, and you would be guided to the selected product in line with your demands and needs requirements.

We always aim to treat you fairly. This means that we will always endeavour to:

- conduct our business with due skill, care and integrity.
- not to put ourselves in a position where our duty to you is compromised.
- deal with complaints sympathetically and independently.
- be transparent in the matter of our remuneration; and
- respect your confidentiality.

As an independent insurance intermediary we act as your agent. We have entered into a Binding Authority Agreement (Reference Number: EVERCIELCDWXS) with Collinson Insurance Europe Limited (CIEL), which is registered and approved by the MFSA, subject to terms and conditions. Through this Agreement, CIEL delegated authority to us to underwrite, bind and administer Cover4Rentals Car Hire Excess insurance contracts on their behalf, including authority to handle and settle Cover4Rentals Car Hire Excess claims on their behalf. Therefore, when conducting these activities in respect of Cover4Rentals Car Hire Excess insurance, we will also be acting on behalf of CIEL and not solely as your independent agent.

When we sell you a policy, we receive commission from the insurer which is a percentage of the total premium. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. We will not in any circumstance guarantee the solvency of any insurer.

Documentation

This document is accompanied by our quotation document (if applicable), the Demands and Needs Statement, the Insurance Product Information Document (IPID) and Policy Wording for each product. These documents provide a summary of the features of the product offered, including any applicable warranties or endorsements.

We strongly recommend that you go through all the above-mentioned documentation provided before making your final decision. We are very happy to answer any queries you may have to assist you in making your decision. It is important to keep such documentation safe for future reference.

All written and verbal communications will be made in English language. The methods of communication used shall be via phone conversations, electronic mail, postal mail, or any other form of communication as necessary.

Our Independence

We, as an independent Insurance Intermediary and Distributor, do not have any direct or indirect holding or voting rights in any Manufacturer of insurance products, insurance undertaking or a parent undertaking of such insurance undertaking, nor do any such parties have any form of direct or indirect holding in us.

Choice of Law and Jurisdiction

The insurance policy shall be subject to the law and jurisdiction as stated in the insurance policy document.

Making a Claim

If you need to make a claim on your policy, please refer to the claim section of your policy wording for full details of the claim procedure.

Handling Money

Our financial arrangements with CIEL are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients and hence, the insurer assumes all the credit risk emanating from premium payment. In these circumstances, our credit risk is automatically eliminated, thus rendering the requirement for the maintenance of the 4% of the annual gross premium receivable, for solvency purposes, irrelevant. As an independent insurance broker, we shall place the policyholder's interests first and hence this will not create any conflict of interest in the placement of the insurance policy.

Payment for our Services

In good time before the conclusion of each insurance contract, or upon renewal, in order to remind you of your right to be informed of the level of commission which we receive from underwriters we will freely make available a copy of our Terms of Business on our website.

The commission we receive from the underwriters varies depending on the policy purchased and is influenced by various factors such as the cover level and duration of the policy. The commission we receive is typically between 30-45%.

We also charge you for handling your insurances as follows:

- **New Business** - € nil
- **Mid Term Amendments** - €10.00
  Mid Term Adjustment fees will be automatically deducted from the card details we hold on file. If the adjustment to the policy also requires an increase in insurance premium, we will take payment once the adjusted cost of cover has been confirmed and agreed with you. Please note that any unpaid fees or additional premium may result in your cover becoming invalid.
- **Cancellations**
  - *Please refer to the 'Ending Your Relationship With Us' section of this document.*
- **Renewals** - € nil
- **Copies of personal data we hold about you** – € nil
  - *(however, we reserve the right to charge a fee of €10 where requests are excessive, including repetitive requests or requests for multiple copies)*

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium, fees and surcharges are due before cover commences.

Automatic Renewal

If you have an annual policy and have not opted-out of automatic renewal, your policy will automatically renew at the expiry of your period of insurance, upon receipt of your renewal premium, unless you inform us otherwise. The renewal premium will be collected using the payment card details provided when your policy was first arranged. You may request to stop your automatic renewal or change your payment details at any time by contacting us prior to the expiry date on your certificate of insurance. There is no charge for opting out of automatic renewal. We will send you a renewal notice prior to the expiry of your policy. The terms of your insurance cover and the premium rates may be varied by us at the renewal date, and should this be the case, we will provide you with written notice in a reasonable period prior to the renewal date of your policy. Please refer to your policy wording for full details about the automatic renewal terms for your insurance product.

Complaints and Compensation

It is our intention to provide you with a high standard of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.

In the event of a complaint on our service to you, please provide the relevant information about the reasons of your dissatisfaction including your policy number, the details of the complaint and any actions you have already taken to our Complaints Manager, Ms Roberta Saglimbene on the following email address: roberta@jatcoinsurance.com. Your complaint will be acknowledged upon receipt and we will provide information about the way we will handle your complaint and will give you a response without unnecessary delay, and where possible, not later than fifteen working days.

Any complaint relating to the terms and conditions of the policy or the cover within will be forwarded to your insurer for their actioning. If you prefer you may refer such complaints directly to the insurer under your policy.

If you are still not happy with the way in which a complaint has been handled, you may also refer your complaint to The Office of the Arbiter for Financial Services, established under the Arbiter for Financial Services Act, N/S in Regional Road, Msida MSD 1920, Malta, Freephone (for local calls): 80072366, Tel: (+356) 21249245, Email: complaint.info@asf.mt. You should register your complaint using their website https://www.financialarbiter.org.mt/

You can also 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

Compensation Fund

A Protection and Compensation Fund is established in Malta and may be available, if applicable, to pay for claims against an insurer, which remain unpaid because the insurer becomes insolvent. These claims must be in respect of protected risks situated in Malta.

Ending Your Relationship With Us

After purchasing our insurance, should you decide that the insurance no longer meets your requirements, you are entitled to cancel the policy by notifying Eversure Cell in relation to Cover4Rentals Car Hire Excess insurance product, following the process described in your policy wording. We do not charge a fee for processing cancellations.

NOTE: For confirmation of your right to cancel, the cooling off period, when a premium refund applies and how it is calculated, please refer to the insurer's policy wording. For information about automatic renewals and how to opt out please refer to the relevant sections of this document and the insurer's policy wording.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 30 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, and failure to provide requested documentation or information. Any return of premium due to you will depend on how long your policy has been in force unless you have made a claim in which case the full premium is due. If a balance is outstanding as a result of policy cancellation, we reserve the right to collect the balance from you, this includes the right to collect the balance due from the card used for the policy deposit.

Use of Personal Data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Malta Data Protection Act 2018 and General Data Protection Regulation 2016 (GDPR). In administering your insurances it will be necessary for us 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. We process such data for the purpose of providing you with quotations, underwriting, risk assessment, claims handling and any other purpose for which we 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, we 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.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent. You can view our full legal bases for processing your data by viewing our privacy policy at https://Cover4Rentals.com

You are required to provide us with 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 us immediately if there is any material change in risk or change in any other personal information provided, to ensure that information held by us is accurate at all times.

We also remind you 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 us confirmation as to whether personal data concerning you is being processed, where and for what purpose. Furthermore, upon your request, we shall provide you f 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. We 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, we remind you of our 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 timeframe.
- 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 such requests must be sent to us in writing addressed to our Data Protection Officer, Ms Aida Tortell on aida@jatcoinsurance.com and signed by you as the data subject.

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 our data protection processes.

By using our services, you consent to us processing your personal data for the purposes as described in this Notice, unless you otherwise inform us in writing. Kindly note this Data Protection Notice can also be downloaded from our company website www.jatcoinsurance.com.

Credit Checks

Other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Liability

You expressly acknowledge that any and all claims (whether contractual or otherwise), actions and suits brought against, and/or liabilities of, the Eversure Cell shall to the extent permitted by law be limited to the assets of the Eversure Cell, and shall not extend to, or otherwise prejudice, Jatco Insurance Brokers PCC Limited in its own right and/or any other cells within Jatco Insurance Brokers PCC Limited and/or any subsidiary or holding company not specifically identified as being attributable to the Eversure Cell. For the avoidance of the doubt, you expressly agree to waive any and all rights which you may have against Jatco Insurance PCC Limited and/or any subsidiary or holding company not specifically identified as being attributable to the Eversure Cell, other than those rights relating to commitments entered into by Jatco Insurance PCC Limited in relation to the Eversure Cell which shall, to the extent permitted by law, be limited to the assets of the Eversure Cell.

Eversure Cell is a Protected Cell of Jatco Insurance Brokers PCC Ltd, which is a company authorised under the Insurance Distribution Act Cap. 487 to carry out insurance intermediaries' activities, licenced 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, Mdina Road, Zone 1, Central Business District, Birkirkara CBD 1010 Malta). Broker MFSA Financial Services Register Reference Number (Authorised Person ID) ECEL2-21196.