

## Optional Car Hire Excess Waiver

### Benefit table

| Cover  | Maximum Policy Limit £4,000   |
|--|---|
| Excess or deposit reimbursement<br>• Excess or deposit charged by car hire company | £4,000  |
| Emergency Accommodation  | £500  |
| Misfuelling  | Up to a maximum value of £1,000 per claim<br>Only one claim per period of insurance |
| Roadside and Towing  | Up to a maximum value of £1,000 per claim   |
| Car Hire Key Cover   | £500 each claim   |
| Drop off Charges   | £500 each claim   |

Please note this policy is subject to a maximum indemnity limit of £4,000.

### Policy

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the **policy** to work.

### Disclosures

Staysure is a trading name of TICORP Limited. Staysure Travel Insurance is arranged by TICORP Limited which is registered in Gibraltar company number 111526. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is licensed and regulated by the Gibraltar Financial Services Commission number FSC1238B and trades into the UK on a freedom of services basis, FCA FRN 663617. This **policy** is arranged through Emergency Assistance Club which is an appointed representative of Inter Partner Assistance SA UK Branch. This **policy** is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

### Eligibility

**To be eligible for cover under this policy, you must meet the following criteria:**

- The **rental vehicle** must have no more than 9 seats
- **You** must be a resident of the UK, Northern Island, the Isle of Man or the Channel Islands.

## What is not covered?

### Travelling against FCO or WHO advice:

- Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel.
- The rental period must not be longer than 50 days for annual trip policies.
- **You** must be the person shown as a named driver on the rental agreement for the hire vehicle.

If you are renting an insured vehicle in your home country you must have a minimum of 2 nights pre-booked accommodation

You should not buy this **policy** if the above criteria are not met.

## What makes up this Policy?

This **Policy** along with your **Validation Certificate**, form your insurance contract between you and us (Insurer).

## Demands and needs

This **policy** meets the demands and needs of a person seeking to protect the amount they are liable to pay under their car hire agreement in the event of an **incident** affecting the vehicle during the period of hire and other loss incidental to the hire where the eligibility criteria are met.

## How your Policy works

Your **Policy** and **Validation Certificate** is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this **policy** and happens during the **period of insurance**. Unless specifically mentioned, the benefits and exclusions within each section apply to each person insured. Certain words have a special meaning as shown under the definitions listed below.

## Definitions

These words have been highlighted by the use of bold print throughout the **policy** document.

## Cooling off period & cancellation

**You** have the right to cancel any **policy** of insurance within 14 days of the date of issue or receipt of **your policy** documentation, whichever is later, and provided that **you** have not travelled, made or intend to make a claim, the premium will be refunded in full less any postage fee.

To exercise **your** right to cancel **your policy**, please contact **us** by telephone on 0800 088 4828. If **you** do not exercise **your** right to cancel **your policy**, it will continue in force for the term of the **policy** and **you** will be required to pay the premium.

## Jurisdiction & law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this **policy** will be in English. In the event of a dispute concerning this **policy** the English courts shall have exclusive jurisdiction.

## Definitions

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings:

**Validation Certificate** means the document that contains the name of the **policy** holder and gives details of the cover provided by this **policy**.

**Excess** means the amount **you** must pay towards any **incident** which is not covered under the Collision Damage Waiver clause in **your** car hire agreement.

**Incident** means an unexpected event resulting in damage to the hire vehicle caused by fire, vandalism, accident or theft occurring during **your** rental period, for which **you** are liable under the car hire agreement.

**Hire Car/Rental Vehicle** means the vehicle owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your** rental agreement.

**Insurer** means Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels.

**Period of insurance** means **your car hire period**. All cover ends on the expiry date shown on **your Validation Certificate**.

**Public Highway** means a main road or thoroughfare, such as a street, boulevard, or parkway, available to the public for use for travel or transportation.

**Car hire period** means the dates for which **you** have arranged to hire the hire vehicle, as confirmed on **your** car hire agreement.

**We/Us/Our** means Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

**Policyholder** means each person shown on the **Validation Certificate**.

**You, Your** means who is named on the rental agreement being authorised to drive the **rental vehicle** and for whom the appropriate insurance premium has been paid for this **policy**.

## Claims Handling

If **you** wish to make a claim please refer to the How to make a claim section.

## Excess cover

### What is covered?

If **your** hire vehicle is involved in an **incident** we will reimburse **you** for the **excess** up to £4,000 including fees and taxes, for any single **incident** / during any one **period of insurance** in total for the following:

Up to £4,000 including fees and taxes, in total for amounts not covered under the collision damage waiver clause of **your** car hire agreement.

### What is not covered?

- Travelling against FCO or WHO advice:
  - **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel.
- Any claim where **you** have not followed the terms of **your** rental agreement;
- Damage to the **rental vehicle** interior;
- Mechanical failure of the **rental vehicle**;
- General wear and tear;
- Items showing as defective at the time the **rental** agreement commenced;
- Driving off the **public highway**;
- Commercial use.

Please refer to the **General Exclusions** and **General Conditions** sections.

## Car Hire Key Cover

### What is covered?

We will pay up to £500 including fees and taxes, in total to replace the car hire keys if these are lost, stolen, or damaged during the rental period. This will also include, where necessary, the costs to replace locks or for a locksmith to break into the **rental vehicle** if **you** are locked out of **your** vehicle.

## What is not covered?

Please refer to the General Exclusions and General Conditions sections for further information on the cover we provide under this policy.

## Misfuelling

### What is covered?

- Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- Recovery of the **rental vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- **You can only claim once per period of insurance.**
- Reimbursement for costs including fees and taxes, up to a maximum value of £1,000 per claim.

### What is not covered?

- **You** will be responsible for paying any costs in **excess** of £1,000 per claim;
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your rental vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative **rental vehicle** in the event mechanical or component damage is sustained;
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the **incident** of misfuelling;
- Any more than one claim relating to misfuelling during the period of cover
- Any vehicle or vehicles other than the **rental vehicle** or vehicles listed on the rental agreement.

Please refer to the **General Exclusions** and **General Conditions** sections.

## Roadside & Towing

### What is covered?

If the hire vehicle breaks down following an **incident** which renders **you** unable to commence, continue or complete a journey as a result of **your** vehicle being unsafe to drive or being immobilised, **you** will need to contact the **hire car** company immediately and follow their instructions.

If **you** are required to arrange or pay for the recovery of the vehicle, **we** will refund the costs **you** incur including fees, up to £1,000 for a breakdown vehicle to attend the scene, try and restore the **hire vehicles** mobility, and if required recover the vehicle to the destination of choice.

### What is not covered?

Any costs where an invoice and evidence of payment can not be supplied.  
The costs of the repairs.

## Drop-off Charges

### What is covered?

**We** will pay up to £500 (or equivalent in local currency) for drop off charges incurred in the event of **you** being unable to return the **rental vehicle** to the rental company, due to an accident or illness where hospitalisation takes place.

### What is not covered

Where proof of hospitalisation is not available if requested by the assistance company.

Where the vehicle rental is a one-way rental.

Any amount exceeding £500 (or equivalent in local currency) for any one claim, or in any one **policy** term.

## Emergency Accommodation

### What is covered

If **you** are not able to reach **your** destination because **your rental vehicle** is damaged and cannot be driven as a result of an accident, **we** will pay for one night's stay ONLY in a hotel/bed and breakfast for **you** and **your** passengers up to a maximum of £500.

### What is not covered

**We** will only pay for the cost of the room and **you** will be responsible for any other costs associated with **your** stay.

## General Exclusions

### The following exclusions apply to the whole of your policy:

**We** will not cover **you** for any claim arising from the following:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism or weapons of mass destruction.
2. Any epidemic or pandemic.
3. **You** do not follow any suggestions or recommendations made by any government or other official authority including the Foreign and Commonwealth Office during the **period of insurance**.
4. **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
5. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
6. Any currency exchange rate changes.
7. **You** acting in an illegal or malicious way.
8. Any loss caused as a direct or indirect result of anything **you** are claiming for.
9. Any damage covered by **your** vehicle rental agreement.
10. Any damage that occurs as a result of **your** use of alcohol or drugs (other than drugs prescribed by a medical practitioner).
11. Anything arising out of misuse of the **rental vehicle**.
12. Failure to comply with any law or equivalent requirements in **the** jurisdiction in respect of which the vehicle rental agreement has been made.
13. Any **incidents** if the **rental vehicle** is driven off a **public highway**;
14. **Rental vehicles** not named in the Car Hire rental agreement.
15. Any defect or damage which existed at the time that **you** commenced **your** rental agreement.
16. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## General Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

1. **You** take reasonable care to protect the **rental vehicle** against accident, loss and damage and act as if **you** are not insured and to minimise any potential claim.
2. **You** have a valid rental agreement.
3. **You** accept that **we** will not extend the **period of insurance** beyond the term of the original rental agreement.
4. **Your** claim must be notified to **us** within 6 months of the **incident**
5. Please provide **us** with full details of anything that may result in a claim and give **us** all the information **we** ask for. Please see section 'How to Make a Claim' for more information.
6. **You** accept that no alterations to the terms and conditions of the **policy** apply, unless **we** confirm them in writing to **you**.

7. This insurance contract is between **you** and **us**. Any person or company who is not party to this **policy** has no right to enforce any condition of this **policy**.

## How to make a claim

Your claim will be handled by **us** or a service provider appointed by **us**.

Visit **our** claims web site:

www.axahirecarclaims.com will be able to register **your** claim online and upload copies of the following documentation:

### For all claims

- Your original **Validation Certificate**, signed rental agreement, confirmation of the condition of the vehicle at the time the rental agreement commenced and evidence from the rental company that **you** are being held liable in relation to **your** claim.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss.
- As much evidence as possible to support **your** claim.
- A copy of the driving licence of the person driving the **rental vehicle** at the time of any **incident**.
- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Detailed account of the circumstances that led to the damage of the **rental vehicle**, including where appropriate a written police report.

## Additional Documentation in Relation to Rental Vehicle Key Claim

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If appropriate, **you** should also report the theft, damage or loss to **your** courier or hotel / apartment manager and ask for a written report.
- If **you** have a query please email [carhireclaims@axa-assistance.co.uk](mailto:carhireclaims@axa-assistance.co.uk)

If **you** need assistance in making **your** online claim, **you** can contact **us** on 01737 334 292.

## Complaints Procedure

**We** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

If **you** have a complaint about **your** claim or the service of **your** claim, **you** can use the below details to contact **us**:

Email address: [carhireclaims@axa-assistance.co.uk](mailto:carhireclaims@axa-assistance.co.uk)

**Please put Complaint in subject heading.** **We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

For complaints relating to the service of the sale of this **policy** please forward details of **your** **policy**:

Customer Services Manager  
Staysure,  
Britannia House,  
3-5 Rushmills Business Park,  
Bedford Road,  
Northampton,  
NN4 7YB

Email: [complaints@staysure.co.uk](mailto:complaints@staysure.co.uk)  
Telephone: 0800 652 9957

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567.

## Compensation Scheme

In the unlikely event that **we** have been unable to meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk)

Details on how to take **your** complaint further can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr> which has been set up by the EU Commission.

## Data Protection

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** (acting as data controllers) for underwriting, **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

### These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this **policy**,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance **excess** claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **excess** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your**: consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details on page 8).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (page 8).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

## Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

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

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, or if the law requires **us** to disclose it.