

Coverage: Collision Damage waiver & Supplemental Liability
Territory: Worldwide
Period Covered: Daily (Single Trip) or Annual Cover*
(*As detailed in **your insurance Schedule**)
Commercial and General Ltd
17 Teddington Business Park
Station Road, Teddington, TW11 9BQ
Telephone: +44 (0)20 3740 4431
Email: enquiries@bettersafe.com
Web: www.bettersafe.com

1. INTRODUCTION

1.1. WHAT IS CAR HIRE EXCESS REIMBURSEMENT INSURANCE INCLUDING COLLISION DAMAGE WAIVER & SUPPLEMENTAL LIABILITY INSURANCE?

This insurance covers **You** for the insurance **Excess**, which is the amount **You** are responsible for paying towards repair costs if the **Rental Vehicle** suffers any externally caused **Damage**.

Rental Agreements in certain countries such as the U.S.A., Canada, The Caribbean, South and Central America only offer limited or no third-party liability insurance and this insurance provides cover for any amount **You** become liable for, over and above the **Car Rental Company's** own policy, up to \$100,000 for **Damage** to the **Rental Vehicle** and \$1,000,000 for third party bodily injury and **Damage** to material property.

This insurance only covers the use of vehicles rented by **You** for financial consideration. It does not cover the use of a courtesy car provided by a garage.

1.2. THE INSURER

This insurance is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827 and whose registered office is Corn Exchange, 55 Mark Lane, London EC3R 7NE. **We** are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

1.3. THE ADMINISTRATOR

This insurance is administered on **Our** behalf by Commercial and General Ltd t/a Bettersafe.com who is registered in England and Wales under company registration number 03994456 and whose registered office address is 17 Teddington Business Park, Station Road, Teddington, TW11 9BQ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm reference number 300001).

You can contact the **Administrator** at:

17 Teddington Business Park,
Station Road,
Teddington,
TW11 9BQ
Telephone: +44 (0)20 3740 4431
Email: enquiries@bettersafe.com

1.4. FINANCIAL SERVICES REGISTER

You can check the details of both Newline Insurance Company Ltd or Commercial and General Ltd t/a Bettersafe.com by visiting the Financial Services Register, which is a register of all authorised financial services firms in the UK, at www.fca.org.uk/register. You can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 8082.

1.5. YOUR INSURANCE DOCUMENTS

This is **Your** insurance policy, **which** includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your Insurance Schedule**. Words, which appear in italics, have the meanings given to them in the Definitions section of this policy wording.

Please take the time to read **Your** policy documentation. If **You** have any questions or there is anything that **You** do not understand, please contact Commercial and General Ltd t/a Bettersafe.com on 020 3740 4431.

1.6. LANGUAGE

All insurance documents and all communications with **You** about this insurance will be in English.

If **You** have any disability that makes communication difficult, please tell Commercial and General Ltd t/a Bettersafe.com and they will be pleased to help **You**.

1.7. CERTIFICATION OF COVER

This Policy combined with **Your Insurance Schedule** certifies that insurance has been affected between **You** and **Us**. In return for payment of the premium **We** agree to insure **You** in accordance with the terms and conditions contained in and endorsed on these documents.

1.8. CLAIMS

Commercial and General Ltd t/a Bettersafe.com is appointed by **Us** to handle all claims under this policy. **You** can find their details in Section 8 How to Make a Claim.

1.9. COOLING OFF PERIOD

If **You** decide that **You** do not want this insurance, please contact Commercial and General Ltd t/a Bettersafe.com within 14 days of receiving **Your** documents to cancel the cover. **You** will receive a full refund of premium as long as **You** have not made a **Trip** or intend to make a claim, or a claim has been made.

2. TO QUALIFY FOR COVER

- 2.1. To apply for this Insurance, **You** must be the person named as the lead named driver on Your **Rental Agreement** that has a specified **Excess** amount for which **You** are liable.
- 2.2. **You** can include up to seven additional **Insured Drivers** who are going to be using **Your Rental Vehicle** as long as each additional **Insured Driver** is named as a driver on **Your Rental Agreement**.
- 2.3. **You** and all other **Insured Drivers** must be aged between 24 and 85 years of age on the date of purchase of this Policy and must have a full valid driving licence or hold a full internationally recognised licence to drive the **Rental Vehicle**.
- 2.4. **You** must be a permanent resident of the United Kingdom and Northern Ireland, the Channel Islands, or the Isle of Man.
- 2.5. This **Policy** does not cover **Rental Vehicles** valued at more than £65,000, or which are more than 10 years old.
- 2.6. To qualify for this insurance, the policy must have been purchased and have commenced prior to the start of **Your Rental Agreement** and The **Period of Insurance** under this policy, as shown in **Your Insurance Schedule**, must not be less than the duration of **Your Rental Agreement**.

3. DEFINITIONS

“**Administrator**” means Commercial and General Ltd, whose registered office address is 17 Teddington Business Park, Station Road, Teddington, TW11 9BQ

“**Car Rental Company or Agency**” means a company, which must be fully licensed with the regulatory authority of the Country, State or Local Authority from which it operates, which rents vehicles that it owns and operates for a fee. This includes any car sharing companies or car clubs.

“**Damage**” means externally caused **Damage** to the **Rental Vehicle** during the period of the **Rental Agreement** caused by fire, vandalism, accident, or theft.

“**Excess**” means the amount as stated in the **Rental Agreement** that **You** are responsible for in the event of **Damage**.

“**Incident**” means an accident involving **Your Rental Vehicle** that results in externally caused **Damage** such as a scratch, chip or dent that **You** are responsible for under the terms of **Your Rental Agreement**.

“**Insured Drivers**” means **You** and other drivers covered by this Policy as long as they are named on **Your Rental Agreement** and qualify for cover as specified in Section Two. **You** must be the lead named driver on any **Rental Agreement** for cover to apply.

“**Membership Card/Keys**” means **Keys**, **Key Fobs**, **Membership Cards** used to open and lock the **Rental Vehicle**.

“**Policy**” means this car hire excess reimbursement insurance policy.

“**Policy Schedule**” means the document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name and gives details of the **Period of Insurance** and territory covered under **Your Policy**.

“**Period of Insurance**” means the period of cover under this insurance for which **We** have accepted the premium, as stated in **Your Insurance Schedule**, which also shows the start date and the end date of **Your** cover.

“**Rental Agreement**” means the contract signed by **You** as the lead named driver and the **Car Rental Company or Agency** for the hire of a **Rental Vehicle**.

“**Rental Vehicle**” means any single automobile owned and operated by a **Car Rental Company or Agency** that is hired under a short-term contract. This **Policy** will not cover any **Rental Vehicle** that is a motor home, camper van, trailer or caravan, van, commercial vehicle or truck, used by **You** for hire and reward, motorcycle, moped, motorbike, vehicle used off road, recreational vehicle, passenger van or other vehicle with more than 9 seats or over 3 tonnes.

“**Trip/s**” means the period of a single **Rental Agreement** in respect of a single **Rental Vehicle**, that is collected and rented from a Car Rental Company **or Agency** for the period stated on the **Rental Agreement**.

“**We/Us/Our**” means Newline Insurance Company Ltd.

“**You/Your**” means the person who took out this policy and is named as the policyholder on the **Insurance Schedule** and who must also be the person named as the lead named driver in the **Rental Agreement**.

4. WHEN AND WHERE COVER APPLIES

4.1. VALID RENTAL AGREEMENTS

For cover under this insurance to apply to a **Rental Agreement**, **Your** Policy must have been purchased and have commenced prior to the start of the rental period set out in **Your Rental Agreement** and

the **Period of Insurance** under this Policy, as shown in **Your Insurance Schedule**, must not be less than the duration of **Your Rental Agreement**.

If **You** extend **Your** rental period under **Your Rental Agreement** for an additional number of days **Your** cover will continue as long as **You** purchase an additional Policy which commences immediately after and is continuous in cover with **Your** original Policy and expires on or after the last day of the extended rental period.

4.2. MAXIMUM RENTAL PERIOD

For single period cover **You** are covered for single **Rental Agreements** during the **Period of Insurance** shown on **Your Insurance Schedule** up to a maximum of 180 continuous days.

For annual cover this insurance covers **You** for **Rental Agreements** that are for a period of up to 62 days within the **Period of Insurance**.

4.3. TERRITORY COVERED

You are covered only when **You** use the **Rental Vehicle** in the Territory specified in **Your Insurance Schedule**. This will be the following geographical areas:

UK: The United Kingdom of Great Britain and Northern Ireland plus the Channel Islands and the Isle of Man.

EUROPE: All countries to the west of the Ural Mountains including the United Kingdom, Republic of Ireland, Iceland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, and the Azores but excluding any **Trip** in, to or through Belarus, and Russia.

USA AND CANADA: This will also include the Caribbean, South and Central America.

WORLDWIDE: Anywhere in the World excluding and **Trip** in, to or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, South Sudan, Sudan, Syria and Zimbabwe.

5. WHAT IS COVERED

5.1. COLLISION DAMAGE WAIVER (CDW)

We will indemnify the **Insured Driver** for losses incurred during a **Trip**, as a result of **Damage** to the **Rental Vehicle** up to:

- i) US \$100,000
- ii) Or the value of the **Rental Vehicle**
- iii) Or the value of the claim

Whichever is the lesser.

We will also pay legal costs incurred with **Our** written consent in the defence of any claim that may be the subject of indemnity under this Policy, subject to the Policy limit as shown below.

5.2. EXCESS REIMBURSEMENT

We will reimburse **You** up to the **Policy Limit** stated below for the amount of **Excess**, repair costs or associated charges **You** have to pay under the terms of **Your Rental Agreement** if **Your Rental Vehicle** is involved in a covered incident during the period of **Your Rental Agreement** and it results in a charge being made to **You** by the **Car Rental Company or Agency** for:

- i) **Damage** to the **Rental Vehicle** including damage due to theft and including **Damage** to the windows, tyres and wheels, headlights, the undercarriage and the roof.
- ii) Loss of use of the **Rental Vehicle**

- iii) Theft of the **Rental Vehicle**.
- iv) Towing costs relating to **Damage** or towing costs following a mechanical breakdown.

Provided that following an **Incident**, **You** are held responsible for the **Damage** and are liable for an **Excess** amount as specified in **Your Rental Agreement**.

5.3. POLICY LIMIT – THE MOST WE WILL PAY

We will reimburse **You** for the **Excess**, repair costs or associated charges up to a maximum of £7,500 for any single **Incident**. **You** can claim under this **Policy** more than once but in total, **We** will only reimburse **You** up to a maximum of £7,500 during any one **Period of Insurance**. Where **You** have purchased an Annual Policy, **You** will be limited to a maximum of 3 claims during **The Period of Insurance**.

Where payment has been made in local currency any limits specified in this policy will be applied based on the exchange rate from the time the Invoice for **Damages** was paid.

At any point during the **Period of Insurance** **We** will only cover one **Rental Agreement**, **Rental Agreements** may not overlap.

5.4. AUTOMATIC EXTENSIONS ALSO INCLUDED IN THE POLICY

Your Policy automatically includes cover for the following costs and services:

(A) CAR RENTAL KEY COVER

This Policy covers **You** for costs incurred, up to a maximum of £500 for each claim, subject to a maximum of £1,500 in any one **Period of Insurance**, for replacing a **Membership Card/Key** for a **Rental Vehicle** that is lost or stolen prior to the vehicles return, including replacement locks and locksmith charges.

(B) MISFUELING COVER

This Policy covers **You** for costs incurred up to a maximum of £500 for each claim, subject to a maximum of £1,500 in any one **Period of Insurance**, for cleaning out the engine and fuel system and associated towing costs in the event that **You** put the wrong type of fuel in **Your Rental Vehicle**.

(C) REPARATION

This Policy will provide an additional benefit of £25 per day if the **Rental Agreement** is cancelled or cut short on the advice of a physician.

The maximum amount payable during the **Period of Insurance** is £300. Cover is subject to the following conditions:

- i) The **Insured Driver** must be confined to a bed in a hospital, in a hotel or in private accommodation during the rental period set out in the **Rental Agreement**.
- ii) The **Rental Agreement** must be for a minimum of 7 days, proof of the booking and duration of rental may be required.
- iii) In the event of a claim, the **Insured Driver** must present both the **Rental Agreement** and a medical certificate confirming the advice of the physician.

(D) DROP OFF CHARGES

In the event of there being no **Insured Driver** as named on the **Rental Agreement** to return the **Rental Vehicle** to the **Car Rental Company or Agency** following an accident or illness for which hospitalisation takes place, this extension will indemnify **You** up to but not exceeding £300 to pay for drop off charges incurred through the **Car Rental Company or Agency**.

Cover is subject to evidence of hospitalisation being provided. One-way drop off rentals are excluded.

(E) LOCK-OUT

In the event that **You** are unintentionally locked out of the **Rental Vehicle**, **We** will pay the costs incurred to open the **Rental Vehicle**, up to a maximum of £60.

Cover is subject to the following conditions:

- (i) The **Car Rental Company or Agency** must approve the locksmith and the course of action prior to a locksmith being called out.
- (ii) All receipts are to be retained and presented by **You** to the **Administrator** for the reimbursement to be approved.

Failure to follow these steps may void this cover.

(F) ROAD RAGE

We will pay **You** or **Your** legal representatives £1,000 if **You** suffer a physical assault by another person as a direct result of an accident involving **Your Rental Vehicle**, which results in a physical injury.

The maximum amount **We** will pay is £1,000 in any one **Period of Insurance**. The incident must be reported to the police within 48 hours and be supported by medical evidence.

(G) CAR JACKING

We will pay **You** or **Your** legal representatives £1,000 if **You** suffer a physical assault by another person as a result of **Your Rental Vehicle** being subject to a theft or attempted theft, which results in a physical injury.

The maximum amount **We** will pay is £1,000 in any one **Period of Insurance**. The incident must be reported to the police within 48 hours and be supported by medical evidence.

5.5. SUPPLEMENTAL LIABILITY INSURANCE (SLI)

We will indemnify **you** against all sums, which **you** shall become legally liable to pay as damages and claimants' costs in respect of bodily injury and damage to property arising out of an accident resulting from the use of a **rental vehicle** during the **period of insurance** for a **trip**. The Indemnity provided by this policy shall apply only in excess of amounts recoverable under the primary liability insurance and the maximum **we** will pay in respect of all claims arising from any one accident shall not exceed USD 1,000,000.

This Supplementary Liability Insurance Extension will not provide primary liability coverage and will only apply in excess of the primary liability insurance provided by the **Car Rental Company or Agency** or primary liability insurance that has been sourced separately.

5.6. COVER PROVIDED BY THE CAR RENTAL COMPANY OR AGENCY

Where liability insurance coverage is provided by the agreement between **you** and the **Car Rental Company or Agency**, the amount of such liability coverage may be adequate and supplementary liability coverage provided by this policy may not be required.

5.7. RENTALS IN THE UNITED STATES - AUTOMATIC EXTENSIONS INCLUDED IN THE POLICY

(A) UN-INSURED MOTORIST COMPENSATION

We will pay **You** compensation of up to \$100,000 if **You** are injured by an un-insured motorist or one whose insurance is repudiated by their insurance company in a road traffic accident.

(B) UNDER-INSURED MOTORIST COMPENSATION

We will pay **You** the balance of compensation awarded to **You** up to US \$100,000 following injury in a road traffic accident by any motorists whose insurance is inadequate to meet the awards made.

(C) HIT AND RUN MOTORIST COMPENSATION

We will pay **You** up to US \$100,000 in respect of any award for injury or **Damage** to property of the **Insured Driver** caused by an unidentified or untraceable motorist

6. WHAT IS NOT COVERED (EXCLUSIONS)

We will not reimburse **Your Excess** or any financial loss or expense in the following circumstances:

- 6.1. Any costs for charges that do not directly relate to externally caused **Damage** to the **Rental Vehicle** including, but not limited to, any costs due to mechanical or electrical failure of the **Rental Vehicle** or any parts that need replacing due to wear and tear, gradual deterioration, insect or vermin.
- 6.2. Vehicles rented through any branch of Green Motion within the UK.
- 6.3. If **Your** country of residence is outside of the United Kingdom or if **You** or any other **Insured Driver** do not qualify for cover as set out in Section Two – To Qualify for Cover.
- 6.4. Where the **Rental Agreement** under an annual policy is for a period longer than 62 continuous days.
- 6.5. Where the **Rental Agreement** under a daily policy is for a period longer than 180 continuous days.
- 6.6. Where **You** submit more than 3 claims during the **Period Of Insurance** under an Annual Policy.
- 6.7. Where use of the vehicle was not provided under a valid **Rental Agreement** including use that is free of charge or use as a courtesy by a garage.
- 6.8. Where the start date of the **Rental Agreement** is before the start date of **Your** insurance cover as shown in **Your Insurance Schedule** and/or the end date of the **Rental Agreement** is after the end date of **Your** insurance cover as shown in **Your Policy Schedule**.
- 6.9. Where **Damage** is as a result of wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction).
- 6.10. If **Your** losses are in respect of any property or expenses more specifically insured or any claim which for the existence of this insurance should be recoverable under any other insurance.
 - 6.11. Where **Damage** arises from operation of the **Rental Vehicle** in violation of the terms of the **Rental Agreement**, including transporting contraband or illegal trade.
 - 6.12. Where expenses are assumed, waived or paid by the **Car Rental Company or Agency** or its insurer.
 - 6.13. For **Damage** to other vehicles which are not Rental Vehicles hired by **You** under a **Rental Agreement**, unless **You** have purchased the Supplementary Liability Insurance extension. If **You** cause **Damage** to a third-party vehicle, primary cover should be provided under **Your Rental Agreement**.
 - 6.14. For losses caused by accidental **Damage** to the interior or contents of the **Rental Vehicle** other than involving a collision.
 - 6.15. Where the **Rental Vehicle** is being driven by persons who are not named on the **Rental Agreement**.
 - 6.16. Where the **Rental Vehicle** is being used by **You** for hire and reward.
 - 6.17. Where the value of the **Rental Vehicle** exceeds £65,000 or is more than 10 years old.
 - 6.18. If the **Rental Vehicle** is a motor home, camper van, trailer or caravan, van, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, passenger van or other vehicle with more than 9 seats.
 - 6.19. Where the expenses are reimbursed by the **Insured Driver's** employers' insurer.
 - 6.20. Where **Damage** is the result of driving off-road, on an unmade up road or a road that is not designated as a public thoroughfare.
 - 6.21. Where **You** have been specifically alerted to the risk of possible **Damage** to the vehicle, for example **You** have been warned of high water or the presence of animals that may cause **Damage**.
 - 6.22. In respect of Automatic Cover Extension (F) Road Rage and (G) Car Jacking **We** will not pay **You** where the physical assault:
 - i) Results in a physical injury which is not supported by medical evidence;
 - ii) Is caused by a relative or a person known to **You**
 - iii) Is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**, other than the **Incident** itself;
 - iv) Is not reported to the Police within 48 hours of the **Incident**;
 - 6.23. Where the **Incident** occurs outside of the territory covered by **Your** policy (see 4.3 above).
 - 6.24. If **Your** claim results in any way from war, terrorism or nuclear risk. For the purposes of this exclusion:

“**War**” means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or **Damage** to property by or under the order of any government or public or legal authority.

“**Terrorism**” means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

“**Nuclear Risk**” means **Damage** or destruction caused by, contributed to or arising from:

 - i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

7. CANCELLATION

You may cancel this insurance within 14 days (cooling off period) and **You** will be entitled to a full refund of the premium as long as **You** have not made a **Trip** or made a claim and do not intend to make a claim.

You can cancel at any time after the 14-day cooling off period and **We** will make a proportionate refund of the premium paid, as long as **You** have not made a **Trip** or made a claim and do not intend to make a claim. However, such refund may be subject to an administration charge of £5 from the **Administrator**.

To cancel cover please contact:

Commercial and General Ltd t/a Bettersafe.com
17 Teddington Business Park
Station Road
Teddington TW11 9BQ
Telephone: +44 (0)20 3740 4431
Email: enquiries@bettersafe.com

You may be required, upon request, to provide proof that a **Trip** did not take place.

We may cancel this insurance at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will allow a proportionate refund of any premiums paid for the insurance cover remaining.

We may cancel **Your** policy due to **Your** non-payment of premium, if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.

8. HOW TO MAKE A CLAIM

STEP ONE – RETURNING YOUR RENTAL VEHICLE

- If **Your Rental Vehicle** has been involved in an **Incident** during the period of **Your Rental Agreement** and this has resulted in externally caused **Damage**: take photographs and/or videos of the **Damage**.
- Check that **You** are responsible for the costs under **Your Rental Agreement Request** an accident report and an invoice for the **Damage**.
- Where possible always make payment using a credit card (**We** recommend payment is not made in cash).

STEP TWO – CHECK YOUR POLICY AND NOTIFY THE CLAIM

Read this Policy and **Your Insurance Schedule** first so that **You** are satisfied that **You** are covered for the claim **You** want to make. If **You** are not sure whether **You** can claim, please talk to the **Administrator** who will be happy to help **You**.

All claims must be notified to the **Administrator**, their details are below. **You** should do this within 31 days of the end of the **Rental Agreement** in which the **Incident** happened. If **You** do not, it might mean that **We** will be unable to reimburse **You** for the **Excess** or other losses. Please contact:

Commercial and General Ltd t/a Bettersafe.com
17 Teddington Business Park
Station Road
Teddington
TW11 9BQ
Telephone: +44 (0)20 3740 4431
Email: claims@comandgen.com

The **Administrator** will send **You** a claim form, which **You** should fill in and send back to them as soon as possible.

We will need copies of these documents:

- i) **Your** Car Hire Excess Reimbursement **Insurance Schedule**.
- ii) The **Rental Agreement**.
- iii) **Your** charge receipt (if separate from the **Rental Agreement**).
- iv) Police Report if the **incident** required the Police to attend.
- v) The accident report from the **Car Rental Company or Agency**.
- vi) Photographs of the **Damage** to the **Rental Vehicle** (and images of the vehicle before the incident if available)
- vii) Invoices/Receipts/other documents confirming the amount **You** have paid in respect of **Damage** for which the **Car Rental Company or Agency** holds **You** responsible.
- viii) **Your** credit card statement showing payment of the **Damages** claimed.
- ix) Bank account details. Please provide the name and address of **Your** bank together with the sort code and account details to facilitate claims reimbursement.

You may be required, on request, to provide a copy of your passport, driving license and proof of residency.

Please Note: Failure To Follow These Steps May Delay And / Or Jeopardise The Payment Of Your Claim.

9. CLAIMS CONDITIONS

9.1. REIMBURSEMENT

You must repay to **Us** any amount **You** are reimbursed by **Your Car Rental Company or Agency** or a third party that relates to a claim that **You** have submitted to **Us**.

9.2. CLAIMS CONDUCT

You must give **Our Administrator** any information or help that they ask for and **You** must not settle, reject, negotiate or agree to pay any claim without their written permission. No person is entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us** except with **Our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name or the name of any **Insured Driver**.

9.3. RIGHT OF RECOVERY

We may at **Our** own expense take proceedings in **Your** name or the name of the **Insured Driver** to recover compensation from any third party in respect of any indemnity provided under this insurance and any amounts so recovered shall belong to **Us**. **You** and/or the **Insured Driver** must provide all reasonable assistance to **Us**.

9.4. OTHER INSURANCE

If **You** were covered by any other insurance for the same **Excess**, **We** will only pay **Our** share of the claim.

9.5. KEEPING TO THE TERMS

We will only give **You** the cover that is described in this **Policy** if **You** comply with all its terms.

9.6. FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep premium rates down. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of

any such fraudulent or misleading claim. **We** may also inform the Police.

10. COMPLAINTS

10.1. COMPLAINTS ABOUT THE SALE OR ADMINISTRATION OF YOUR POLICY

If **You** wish to make a complaint about any aspect of this insurance, please contact the **Administrator**:

The Managing Director
Commercial and General Ltd t/a Bettersafe.com
17 Teddington Business Park
Station Road
Teddington
TW11 9BQ
Telephone: +44 (0)20 3740 4431
Email: complaints@comandgen.co.uk

10.2. IF YOU REMAIN DISSATISFIED

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the Financial Ombudsman Service, which is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: +44 (0)20 7654 1000
Facsimile: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You may have the right to refer **Your** complaint to the Financial Ombudsman Service.

This procedure does not affect **Your** right to take legal action.

11. LEGAL AND REGULATORY INFORMATION

11.1. LAW AND LEGAL PROCEEDINGS APPLICABLE

Unless **You** and **We** agree otherwise, the law, which applies to this contract, is the law, which applies to the part of the United Kingdom in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which **You** live.

11.2. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from Financial Services Compensation Scheme.

Telephone: 0800 678 1100 or 020 7741 4100.
Website: www.fscs.org.uk

11.3. SANCTIONS

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

11.4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract.

11.5. PRIVACY AND DATA PROTECTION NOTICE

Newline Insurance Company Ltd (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.newlinegroup.com. **We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"), and **We** will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Newline Insurance Company Ltd - please see website for full address details.