

Policy Type:	Car Hire Excess Reimbursement Insurance
Territory Insured:	Worldwide
Period Covered:	Daily (Single Trip) or Annual Cover* (*as detailed on <i>Your Policy Schedule</i>)

Contact Details

Telephone: +44 (0)20 3740 4431	Email: enquiries@betersafe.com
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1. INTRODUCTION

1.1. WHAT IS CAR HIRE EXCESS REIMBURSEMENT INSURANCE?

Most car **Rental Agreements** apply an insurance **Excess** or deductible, which is the amount **You** are responsible for paying towards repair costs if the **Rental Vehicle** suffers any externally caused **Damage**. This insurance is designed to repay **You** the amount of any **Excess**, repair costs or associated charges **You** have to pay under the terms of the **Rental Agreement** following any externally caused **Damage** to the **Rental Vehicle**. 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 **Policy** is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827 and whose registered office is 1st Floor, Fen Court, London, EC3M 5BA. Newline Insurance Company Ltd are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

4.2. BETTERS SAFE.COM

This **Policy** is managed on **Our** behalf by Betersafe.com, which is a trading style of Commercial and General Ltd, who is registered in England and Wales under company registration number 03994456 and whose registered office address Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm reference number 300001).

You can contact Betersafe.com at:

**Marvan Court,
1 Waldegrave Road,
Teddington,
TW11 8LZ**

Telephone: +44 (0)20 3740 4431

Email: enquiries@betersafe.com

1.4. FINANCIAL SERVICES REGISTER

You can check the details of both Newline Insurance Company Ltd or Commercial and General Ltd 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 Policy Schedule**. Words which appear in italics have the meanings given to them in **Section 3: 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 Betersafe.com by email at enquiries@betersafe.com or

call +44 (0)20 3740 4431.

1.6. DEMANDS AND NEEDS STATEMENT

We have not or will not provide **You** with a personal recommendation as to whether **Our** products are suitable for **Your** demands and needs. **Our** products meet the demands and needs of people who meet the acceptance criteria, are hiring a vehicle, and wish to protect themselves against some, or all of the financial liabilities that they may incur to the **Car Rental Company or Agency** if the **Rental Vehicle** is damaged in a collision, fire, or is stolen whilst in their care.

1.7. 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 contact Betersafe.com and they will be pleased to help **You**.

1.8. CERTIFICATION OF COVER

This **Policy** combined with **Your Policy 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.

1.9. CLAIMS

We have appointed Commercial and General Ltd (the Administrator) to handle all claims under this insurance on our behalf. **You** can find their details in **Section 8: How to Make a Claim**.

1.10. COOLING OFF PERIOD

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

1.10. DISCLOSURE OF IMPORTANT INFORMATION

When **You** applied for this **Policy**, and/or when **You** applied to make any change to the cover, **You** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms upon which **We** offered **You** cover or amended cover. This includes the **Premium** to be charged.

It is therefore essential that all of the answers **You** give or gave were truthful, complete, and accurate to the best of **Your** knowledge. This also includes should **You** make a claim under **Your Policy**. If any of **Your** answers are later found to be incorrect, incomplete, or misleading, this could lead to **Your Policy** being declared invalid and/or to **Your** claim not being paid or not fully paid.

1.11. RENEWAL OF YOUR POLICY

Betersafe.com will contact **You** a month before the renewal date and inform **You** about any changes to **Your Premium** or the **Policy** terms and conditions. **You** will also be told if **We** are unable to renew **Your Policy**.

Before **Your Policy** renews, please make sure **You** tell Betersafe.com about any changes to **Your** personal details.

When **You** receive **Your** renewal notice, **You** must also provide Bettersafe.com with details of any changes since **Your Policy** started (or since the **Policy** last renewed if **You** have held the **Policy** for more than one year).

At each annual renewal, please take the opportunity to review **Your Policy** to make sure it still meets **Your** needs and is suitable for **You**. Please also check that the details on **Your Policy Schedule** are still correct and notify Bettersafe.com if any details need to be changed. If **You** have any questions regarding **Your Policy** renewal, please email enquiries@bettersafe.com or call +44 (0)20 3740 4431.

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** which 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 of Great Britain and Northern Ireland, or the Isle of Man.
- 2.5. By permanent resident **We** mean **You**:
 - have **Your** main home in the UK or the Isle of Man; and
 - have been in the UK or the Isle of Man for a minimum of 6 months in the 12 months prior to purchasing **Your Policy**; and
 - are registered with a general practitioner ("GP") in the UK or the Isle of Man; and
 - hold a UK or Isle of Man National Insurance number.
- 2.6. Cover is not available for **Rental Vehicles** valued at more than £65,000, or which are more than 10 years old.
- 2.7. To qualify for this insurance, **Your 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 on **Your Policy Schedule**, must not be less than the last day of the rental period set out in **Your Rental Agreement**.

3. DEFINITIONS

"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 for a fee. This includes short-term car clubs but does not include car sharing or peer-to-peer rental company or agency.

"Damage" means any harm, destruction, impairment, or deterioration to the **Rental Vehicle**, including the windows, the tyres and wheels, any body panels, doors, door handles and locks, headlights, indicator lights or other exterior lights, wing mirrors, the undercarriage, and the roof, caused by fire, vandalism, accident, or theft and also includes loss of use of the **Rental Vehicle** by the **Car Rental Company or Agency**.

"End Date of Cover" means the date that cover under **Your Policy** terminates and is shown on **Your Policy Schedule**.

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

"Foreign Office" means the UK Foreign, Commonwealth and Development Office.

"Incident" means an accident involving **Your Rental Vehicle** which results in externally caused **Damage** such as a scratch, chip or dent, or theft of the vehicle 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 the **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 any Keys, Key Fobs, Membership Cards used to open and lock the **Rental Vehicle**.

"Period of Insurance" means the period of cover under this **Policy** and is shown on **Your Policy Schedule**.

"Policy" means this car hire excess reimbursement insurance document.

"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**.

"Premium" means the total amount **You** paid for **Your Policy** including Insurance Premium Tax and is shown on **Your Policy Schedule**.

"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.

"Start Date of Cover" means the date that cover under **Your Policy** begins and is shown on **Your Policy Schedule**.

"Trip/s" means the period of a single **Rental Agreement** in respect of a single **Rental Vehicle** which 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 **Policy 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 on **Your Policy Schedule**, must not be less than the last day of the rental period set out in **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 Policy 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 only covered when **You** use the **Rental Vehicle** in the territory specified under the Worldwide **Policy** that **You** have purchased. This means the following geographical areas:

WORLDWIDE:

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

FOREIGN OFFICE TRAVEL ADVICE:

It is important to note that **We** will not cover any **Trip** to, or **Rental Agreement** in, any country where the **Foreign Office** has issued advice that **You** should not travel. **You** can check the Foreign Office Travel Advisory List at this URL link <https://www.gov.uk/foreign-travel-advice>.

5. WHAT IS COVERED**5.1. 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 any:

- **Damage** to the **Rental Vehicle** including **Damage** to the windows, the tyres and wheels, any body panels, doors, door handles and locks, headlights, indicator lights or other exterior lights, wing mirrors, the undercarriage, and the roof; and/or
- **Damage** caused by theft or attempted theft, including total loss of the **Rental Vehicle**, up to the **Policy Limit** (see **Section 5.2**); or
- loss of use of the **Rental Vehicle** including due to **Damage** and/or theft; and/or
- towing costs relating to **Damage**, or any additional costs incurred by **You** following a mechanical breakdown of the **Rental Vehicle** for **You** to travel home or to **Your** destination; and/or
- administration or **Damage** fees charged by the **Car Rental Company or Agency** for any claim or **Damage** to the **Rental Vehicle**.

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**.

5.2. 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.

5.3. 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) MISFUELLING 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:

- 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**.
- The **Rental Agreement** must be for a minimum of 7 days, proof of the booking and duration of rental may be required.
- 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** 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**, without causing any further **Damage** to the said **Rental Vehicle**, up to a maximum of £60.

Cover is subject to the following conditions:

- The **Car Rental Company or Agency** must approve the locksmith and the course of action prior to a locksmith being called out.
- 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 up to £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 up to £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.

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 or the Isle of Man.
- 6.3. If **You** or any other **Insured Driver** do not qualify for cover as set out in **Section Two - To Qualify for Cover**.
- 6.4. If **Your** country of residence is outside of the UK or the Isle of Man or **You** are unable to provide appropriate evidence that **Your** main residence is in the UK or the Isle of Man.
- 6.5. Where **Your Rental Agreement** under an annual **Policy** is for a period longer than 62 continuous days.
- 6.6. Where **Your Rental Agreement** under a daily **Policy** is for a period longer than 180 continuous days.
- 6.7. Any rental of a private vehicle or a vehicle that is not both owned and operated by a **Car Rental Company or Agency**.
- 6.8. Any rental of a vehicle where **You** are unable to provide confirmatory documentation from the **Car Rental Company or Agency** to support **Your** claim, or **We** are unable to validate whether the **Rental Agreement**, or the **Trip**, or the **Damage** occurred.
- 6.9. Any rental of a private vehicle or a vehicle that is rented or hired via a car sharing or peer-to-peer rental company or agency.
- 6.10. Where **You** submit more than three (3) claims during the **Period of Insurance** under an annual **Policy**.
- 6.11. 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.
- 6.12. Where the start date of **Your Rental Agreement** is before the **Start Date of Cover** as shown on **Your Policy Schedule** and/or the end date of **Your Rental Agreement** is after the **End Date of Cover** as shown on **Your Policy Schedule**.
- 6.13. 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).
- 6.14. If **Your** claim or losses are for any vehicle, property or expenses which are insured separately, or should be recoverable under any other insurance, other than **Your Policy**.
- 6.15. Where **Damage** arises from operation of the **Rental Vehicle** in violation of the terms of the **Rental Agreement**, including transporting contraband or illegal trade.
- 6.16. 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**.
- 6.17. Where expenses are assumed, waived, or paid by the **Car Rental Company or Agency** or its insurer.
- 6.18. For **Damage** to any other third-party vehicles or property. If **You** cause **Damage** to a third-party vehicle or property, cover should be provided under **Your Rental Agreement**.
- 6.19. For losses caused by accidental **Damage** to the interior or contents of the **Rental Vehicle** other than involving a collision.
- 6.20. Where the **Rental Vehicle** is being driven by persons who are not

named on the **Rental Agreement**.

- 6.21. Where the **Rental Vehicle** is being used by **You** for hire and reward including use as a taxicab, minicab, or Uber.
- 6.22. Where the value of the **Rental Vehicle** exceeds £65,000 or is more than 10 years old.
- 6.23. If the **Rental Vehicle** is a motor home, camper van, trailer or caravan, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, passenger van or other vehicle with more than 9 seats.
- 6.24. Where the expenses are reimbursed by the **Insured Driver's** employers' insurer.
- 6.25. Where **Damage** is the result of driving off-road, on an un-made-up road or a road that is not designated as a public thoroughfare.
- 6.26. In respect of Automatic Cover Extension (F) Road Rage and (G) Car Jacking **We** will not pay **You** where the physical assault:
 - results in a physical injury which is not supported by medical evidence; or
 - is caused by a relative or a person known to **You**; or
 - is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**, other than the **Incident** itself; or
 - is not reported to the police within 48 hours of the **Incident**.
- 6.27. Where the **Incident** occurs outside of the territory covered by **Your Policy** (see Section 4.3 above).
- 6.28. Any **Trip**, or **Rental Agreement**, or **Incident**, or **Damage** to any **Rental Vehicle** which occurs in the following countries: Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, South Sudan, Sudan, Syria, or Zimbabwe, and any country where the **Foreign Office** has issued advice against travel for UK residents.
- 6.29. 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:

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

7. CANCELLATION

- 7.1 **You** may cancel **Your Policy** within 14 days of receiving **Your** documents (cooling-off period), and **You** will be entitled to a full refund of **Your Premium** as long as **You** have not made a **Trip** or made a claim and do not intend to make a claim.

7.2 *You* can cancel at any time after the 14-day **Cooling-off Period** and *We* will make a proportionate refund of the **Premium** *You* paid for the **Period of Insurance** remaining, 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 Betersafe.com. To cancel cover please email or telephone Betersafe.com.

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

7.4 *We* may cancel *Your Policy* 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 pay a proportionate refund of any **Premium** *You* paid for the **Period of Insurance** remaining.

7.5 *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

8.1. STEP ONE – RETURNING YOUR 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).

8.2. STEP TWO – CHECK YOUR POLICY AND NOTIFY THE CLAIM

All claims must be notified to the Administrator within 30 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.

To make a claim or a claim enquiry, please contact the Administrator at:

The Claims Department
Commercial and General Ltd
Marvan Court,
1 Waldegrave Road,
Teddington
TW11 8LZ

Telephone: +44 (0)20 3740 4431

Email: claims@comandgen.com

Please tell the Administrator the Policy Reference Number which is be shown on *Your Policy Schedule*. If *You* are not sure whether *You* can claim, please talk to the Administrator who will be happy to help *You*.

8.3. STEP THREE – AFTER THE CLAIM IS NOTIFIED

The Administrator will send *You* a claim form, which *You* should fill it in and send it back to them as soon as possible, along with copies of these documents and information:

- *Your* Car Hire Excess Reimbursement **Policy Schedule**.
- The **Rental Agreement**.
- *Your* charge receipt (if separate from the **Rental Agreement**).
- Police Report if the **Incident** required the police to attend.
- The accident report from the **Car Rental Company or Agency**.
- Photographs of the **Damage** to the **Rental Vehicle** (and images of the vehicle before the **Incident** if available)

- 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.
- *Your* credit card statement showing payment of the **Damages** claimed.
- Bank account details, please provide the name and address of *Your* bank together with the sort code and account details to facilitate the reimbursement of *Your* claim.

The Administrator will let *You* know if they need any more information or documentation from *You*. *You* may be required, on request, to provide proof of *Your* residency in the UK or the Isle of Man.

8.4. STEP FOUR – PAYMENT

If and when *Your* claim is approved by *Us*, the Administrator will pay the amount *Your* claim settlement to the UK or Isle of Man bank account you have nominated.

Please Note: failure to follow these steps may delay and / or jeopardise the payment of *Your* claim.

9. CLAIMS CONDITIONS

9.1. REIMBURSEMENT OF ANY CLAIM AMOUNT

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 the Administrator any information or help that they ask for and *You* must not settle, reject, negotiate, or agree to pay any third-party 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. MITIGATION OF ANY LOSS

You should take all reasonable precautions to prevent or diminish any loss under this **Policy**, including causing any further **Damage** to *Your Rental Vehicle*, or cease any activity which may give rise to additional liability under this **Policy**.

9.4. 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*.

9.5. OTHER INSURANCE

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

9.6. KEEPING TO THE TERMS

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

9.7. ACCESS TO INFORMATION

By taking out *Your Policy* and by submitting a claim to *Us*, *You* give us *Your* express permission to contact any third-party involved in the **Incident** or *Your* claim including *Your Car Rental Company or Agency*, any **Insured Driver** of, or passenger in, *Your Rental Vehicle*, any pedestrian, the driver or any passenger of any other vehicle involved in the **Incident**, the police, or any repairer, garage, breakdown recovery, or roadside assistance provider in order to validate any information *You* have provided.

9.8. FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud in order to keep **Your Premium** costs down. If any claim under **Your Policy** 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 **Policy**, please contact:

**The Managing Director
Commercial and General Ltd
Marvan Court,
1 Waldegrave Road,
Teddington,
TW11 8LZ**

Telephone: +44 (0)20 3740 4431

Email: complaints@comandgen.com

10.2. IF YOU REMAIN DISSATISFIED

If **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

The Insurer, Bettersafe.com, and the Administrator are committed to protecting and respecting **Your** privacy in accordance with the current data protection legislation.

The Insurer, Bettersafe.com, and the Administrator will individually collect and maintain **Your** personal data in order to administer **Your Policy** and provide to **You** the services detailed within this **Policy** wording.

The Insurer, Bettersafe.com, and the Administrator act as independent data controllers in their own right. Their purpose for collecting, using, sharing, transferring, and storing **Your** personal data may differ.

For further details of how of the Insurer, Bettersafe.com, and the Administrator use the personal information that **You** provide in order to purchase **Your Policy** and **Your** individual data privacy rights please view the privacy policies at the URL links below in **Section 11.6. Privacy Policies**.

If **You** do not have access to the internet, please contact Bettersafe.com and they will send **You** a printed copy of the privacy policies.

11.6. PRIVACY POLICIES

THE INSURER

For the full Newline Insurance Company Ltd privacy policy please follow this link <https://newlinegroup.com/privacy-statement/>.

Further enquiries in relation to data held by Newline Insurance Company Ltd should be directed to the Data Protection Officer at 1st Floor, Fen Court, London, EC3M 5BA, or by emailing DPO@newlinegroup.com.

COMMERCIAL AND GENERAL LTD t/a BETTERS SAFE.COM

For the full Bettersafe.com privacy policy please follow this link <https://www.bettersafe.com/privacy-policy>.

Further enquiries in relation to data held by Bettersafe.com or the Administrator should be directed to the Data Protection Officer, Commercial and General Limited, Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ or by emailing enquiries@bettersafe.com.