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## Welcome to Car Hire Excess Waiver Insurance (CHEW)

Thank **You** for choosing Car Hire Excess Waiver Insurance. This Policy Wording contains important information and gives **You** a full explanation of **Your** cover. **We** have tried to make this document easy to understand, but if **You** have any questions please call **Us** on 0208 770 2755 or email **Us** at info@chewinsurance.com.

### General information

This insurance is underwritten by MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, Sociedad Anonima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS. Company Number: FC021974. Branch Number BR008042. Trading under the name MAPFRE Assistance.

**We** (MAPFRE Asistencia) are authorised by the Dirección General de Seguros y Fondos de Pensiones and are subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available on request.

MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, S.A. branch in the United Kingdom (trading as MAPFRE Assistance) has registered offices at 5<sup>th</sup> Floor, Alpha House, 24a Lime Street, London EC3M 7HS. MAPFRE Asistencia main office is based in Spain which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of MAPFRE Asistencia S.A., through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Dirección General de Seguros y Fondos de Pensiones). Its branch in the United Kingdom is also under the United Kingdom FCA (Financial Conduct Authority) and PRA (Prudential Regulation Authority) supervision in certain situations according to the European Union Regulation.

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be able to get money from the scheme if **We** cannot meet **Our** financial responsibilities. Further information about compensation scheme arrangements is available from the FSCS website at www.fscs.org.uk.

The Medical Screening Company Limited (trading as CHEW Insurance) act as agents of the **Insurer** in collecting premiums due from clients, such monies are deemed to be held by the **Insurers** with which **Your** insurance is arranged.

**You** need to be aware that all policies are subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with.

In addition **You** should also read the General Conditions and Exclusions which appear after Section 12.

**Your Certificate of Insurance** should be read in conjunction with the Policy Wording, as together they form the basis of **Your** insurance contract.

### Cooling off period and cancellation

#### Your right to cancel

Daily single-trip policies:

**You** have 14 days from the date of purchase to cancel the policy. **Your** premium will be refunded in full minus an administration fee of £10. If however within the 14 days **You** have made a claim or intend to make a claim, the premium will not be refunded. If **You** cancel after 14 days of purchase, no premium refund will be made.

Any refund will be paid by **Us** within 30 days of the date of **Your** cancellation notice.

Annual multi-trip policies:

If **You** made a claim before **You** asked to cancel **Your** policy, no refund will be given for cancellations. If **Your** policy has started and You have not made a claim and **You** wish to cancel the policy within 14 days of the date of purchase, a full refund will be given. If **You** wish to cancel more than 14 days after purchasing the policy, no premium refund will be made.

Any refund will be paid by **Us** within 30 days of the date of **Your** cancellation notice.

To make a cancellation request, please email **Us** at [info@chewinsurance.com](mailto:info@chewinsurance.com) or write to **Us** at:

The CHEW Insurance  
Brookwood House  
2b West Street  
Ewell Village  
Epsom  
Surrey  
KT17 1UU

### **Our right to cancel the policy**

**We** may cancel **Your** policy at any time by giving **You** seven days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. A proportionate refund of the premium paid will be made to the **Policyholder** from the date **We** cancel this policy, as long as **You** have not made any claims.

### **Jurisdiction and Law**

The laws of England and Wales govern this insurance, unless **We** agree otherwise.

### **Eligibility and duration**

You must be a resident of the United Kingdom, Isle of Man or the Channel Islands at the time of purchase of this policy:

- 1) Hold a valid full UK driving licence or internationally recognised driving license, and
- 2) Aged between 21 and 85 years of age, and
- 3) Eligible to rent and drive the **Rental Vehicle**.

This policy is valid between the Start Date and Expiry Date set out on **Your Certificate of Insurance**. If **You** have purchased a daily single-trip policy it can be for a **Vehicle Rental Agreement** period not exceeding 180 consecutive days. If **You** have purchased an Annual multi-trip policy it can be for a **Vehicle Rental Agreement** period not exceeding 65 consecutive days.

**We** provide cover under all sections of this policy for using car rentals in **Your** home area, as long as **You** have booked accommodation for three or more consecutive nights. This applies to Annual multi-trip policies only.

This insurance is provided for one **Rental Vehicle** at any one time, which may be driven and operated by **You** or include up to a maximum of seven drivers for each trip as long as each additional insured driver is named as a driver on the **Vehicle Rental Agreement**.

Except in respect of Vehicle Rental Cancellation Insurance (section 12), cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Car Rental company** assumes control of the **Rental Vehicle** whether at its business location or elsewhere.

### **Geographical areas of cover**

**Your** Policy cover only applies whilst the **Rental Vehicle** is being used in or has been hired in a country defined below.

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

**We** provide cover under all sections of this policy for using car rentals in **Your Home Area**, as long as **You** have booked accommodation for three or more nights in a row. This applies to Annual multi-trip policies only.

**Europe:** Includes all European Union (EU) Member States and countries to the West of the Ural Mountains including the United Kingdom, islands in the Mediterranean, Andorra, The Azores, Balearic Islands, Bulgaria, Bosnia, Canary Islands, Channel Islands, Croatia, Gibraltar, Iceland, Ireland, Liechtenstein, Macedonia, Madeira, Moldova, Monaco, Montenegro, Norway, Romania, Russia (West of the Urals), San Marino, Serbia, Switzerland, Turkey and Ukraine but excluding Belarus.

**Worldwide:** Includes all countries. Excludes any trip in, to, or through Afghanistan, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan and Zimbabwe.

Excludes any claim resulting from You travelling to a specific country or to an area where The Foreign and Commonwealth Office or equivalent body have advised against all or all but essential travel.

## Definitions

For simplicity, the **Insurer** uses keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in bold with an initial capital letter so as to remind **You** of their importance.

**Accident** — means an incident which happens as a result of a sudden, identifiable and unexpected external cause while **You** are using the **Rental Vehicle** which results in **You** suffering bodily injury.

**Accidental Damage** — means a sudden, unexpected and specific event occurring at a definable time and place causing physical damage to the insured **Rental Vehicle** or any third party property not otherwise specifically excluded from this policy.

**Car Club Company** — a company or agency which is fully licensed with the regulatory authority of the country, state or local authority who provide registered paying members use of all **Rental Vehicles** within the **Car Club Company** fleet. A car club provides its members with quick and easy access to a car or a van for short term hire. Members can make use of car club and van club vehicles, as and when they need them.

\*Please note **Car Club Company** is different from **Rental Company** as indicated in General Exclusions.

**Car Club Member** — a member of the **Car Club Company**.

**Car Rental Company or Agency** — a company, which must be fully licensed with the regulatory authority of the Country, State or Local Authority from which it operates, which rents automobiles for a fee.

**Certificate of Insurance** — a document produced by **Us** confirming that a policy has been issued to **You** and premium collected using CHEW Insurance. This document is issued to **You** on confirmation of purchase along with **Your** policy wording.

**Covered Rental Trip** — the period of hire of the **Rental Vehicle** as shown in the **Vehicle Rental Agreement**.

**European Economic Area (EEA)** — means the member counties the EEA: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

**Home Area** — the area **You** normally live in which in accordance with **Our** residency requirements (see page 2) would need to be within the UK or the Channel Islands (Please note that for the purpose of this insurance each of these areas is defined as a separate area of residence).

**Insurer / Our / Us / We** — MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros Sociedad Anonima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS.

**Keys** — Keys and Key Fobs used to open and lock the **Rental Vehicle**.

**Loss of Limb(s)** — means complete physical loss of a hand or foot or complete loss of use of a hand, arm, foot or leg.

**Loss of Sight** — means total and irrecoverable loss of sight which shall be considered as having occurred:

- In both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; and
- In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means you are only able to see at 3 feet that which you should normally be able to see at 60 feet) and we are in no doubt that the condition is permanent and without expectation of recovery.

**Permanent Total Disablement** — means that for the twelve months following **Your Accident You** are totally unable to work in any occupation for which **You** are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Relative(s)** — defined as spouse or partner, civil partner, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, adult child or fiancé/ fiancée living in the same residence as **You**.

**Rental Vehicle** — means any single automobile hired under a short term contract from a car rental company or agency. This insurance will not cover any vehicle other than the **Rental Vehicle** as specified on the **Car Rental Agreement**. Please also see the list of unacceptable vehicles in the General Exclusions on page 8 of this policy.

**Specified Driver(s)** — up to a maximum of seven drivers listed on the **Vehicle Rental Agreement**, and who are Eligible Persons.

**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 **Vehicle Rental Agreement**.

**United Kingdom (UK)** - England, Scotland, Wales, Northern Ireland and the Isle of Man.

**Vehicle Rental Agreement** — means the contract signed by the lead named driver and/or the **Car Rental Company** or agency for the hire of a rental vehicle for the purpose of pleasure.

**You / Your / Insured Person(s) / Policyholder** — the lead contracting person named on the **Certificate of Insurance** who must be the person named as the main driver in the **Vehicle Rental Agreement** and is eligible to drive the **Rental Vehicle** and any of the **Specified Driver(s)** on the **Vehicle Rental Agreement**.

### Schedule of Cover

| Section | Cover  | Policy Limit                                  |
|---------|--|---|
| 1       | Excess Insurance<br>Rental fees and towing costs<br>Misfueling | Up to £10,000<br>Up to £1,000<br>Up to £1,000 |
| 2       | Collision / Loss Damage Waiver                                 | Up to £10,000                                 |
| 3       | Lock Out   | Up to £500                                    |
| 4       | Car Rental Key Cover   | Up to £500<br>(£2,000 per annum)              |
| 5       | Drop Off   | Up to £300                                    |
| 6       | Restitution  | Up to £300<br>(£500 per annum)                |
| 7       | Road Rage  | Up to £1,000                                  |
| 8       | Car Jacking<br>Loss of Baggage Including Valuables             | Up to £1,000<br>Up to £300                    |
| 9       | Hotel and Travel Expenses                                      | Up to £150/£50                                |
| 10      | In Country Rental  | Included                                      |

**The following sections only apply if You have paid the appropriate extra premium and it is shown on Your Certificate of Insurance.**

| Section | Cover  | Policy Limit  |
|---------|--|---------------|
| 11      | Personal Accident (Optional)                     | Up to £10,000 |
| 12      | Vehicle Rental Cancellation Insurance (Optional) | Up to £500    |

### Section 1 Excess Insurance

#### **You are covered for**

Up to £5,000 for any single incident or £10,000 for a series of incidents during any single **Vehicle Rental Agreement** for the reimbursement of the excess applied by the **Car Rental Company** caused by **Accidental Damage** to the **Rental Vehicle** including any caused by fire, theft, vandalism, damage to the windows, tyres, headlights, roof and undercarriage.

#### **Rental fees and related towing costs**

**We** will pay up to £1,000 for any rental fees charged by the **Car Rental Company** for which **You** are liable during a period for which the **Rental Vehicle** is unable to be used by **You** and for any related towing costs including any additional costs incurred by **You** arising from the breakdown of the **Rental Vehicle** for **You** to travel home or to **Your** destination, as long as those fees or costs are the result of **Accidental Damage** or theft.

#### **Misfueling**

**We** will pay up to £1,000 in the event that the wrong type of fuel is put into the **Rental Vehicle** by any person named on the **Vehicle Rental Agreement** and **Certificate of Insurance**.

**You are not covered for**

1. Any payment or any claim where **You** have not met the terms of **Your Vehicle Rental Agreement**.
2. Where the **Rental Vehicle** is not being driven by **You** or any persons named on the **Vehicle Rental Agreement** and the **Certificate of Insurance**.
3. Any payment or any claim for vehicles operated by a **Car Club Company** and/or **Your** acceptance to the terms and conditions of such membership agreement.
4. Any payment or any claim for a Campervan.
5. Please also refer to the General Exclusions and Conditions of this policy.

**Section 2 Collision / Loss Damage Waiver**

**You are covered for**

Up to £10,000 for the amount of excess or repair costs **You** have to pay under the terms of the **Vehicle Rental Agreement** if **Your** rental vehicle is involved in an incident whilst being used for pleasure and it results in:

- a. Damage to the **Rental Vehicle** including damage to the windows, tyres, headlights, undercarriage and roof;
- b. Loss of use of the **Rental Vehicle**;
- c. Towing costs relating to damage or mechanical breakdown;

Provided that **You** are held responsible as declared in the **Vehicle Rental Agreement** for the excess.

**You are not covered for**

1. Any payment or any claim where **You** have not met the terms of **Your Vehicle Rental Agreement**.
2. Where the **Rental Vehicle** is not being driven by **You** or any persons named on the **Vehicle Rental Agreement** and the Certificate of Insurance.
3. Please also refer to the General Exclusions and Conditions of this policy.

**Section 3 Lock Out**

**You are covered for**

In the event that **You** are unintentionally locked out of the **Rental Vehicle**, **We** will pay costs incurred up to a maximum of £500 in total (or the equivalent in local currency) to open the vehicle, without causing any further damage to the **Rental Vehicle**.

The **Rental Company** must approve the locksmith. All receipts are to be retained and presented by **You** when submitting a claim.

**Failure to follow these steps may void this cover.**

**You are not covered for**

1. Any costs exceeding £500 (or the equivalent in local currency).
2. Where the locksmith is not approved by the **Rental Company**.
3. Where receipts and invoices are not presented.
4. Please also refer to the General Exclusions and Conditions of this policy.

**Section 4 Car Rental Key Cover**

**You are covered for**

Costs incurred up to a maximum of £500 (or equivalent in local currency), for each and every claim, subject to a maximum of £2,000 in any one period of insurance, for replacing a lost or stolen key for a **Rental Vehicle**, including replacement locks and locksmith charges.

**You are not covered for**

1. Any amount exceeding £500 or the equivalent in local currency for any one claim.
2. Any amount exceeding £2,000 or the equivalent in local currency in any one year.
3. Please also refer to the General Exclusions and Conditions of this policy.

**Section 5 Drop Off**

**You are covered for**

Up to £300 (or equivalent in local currency) for drop off charges incurred in the event of **You** being unable to return the **Rental Vehicle** to the **Car Rental** company due to:

- A. An **Accident** where hospitalisation takes place;
- B. Illness where hospitalisation takes place.

**You are not covered**

1. Where proof of hospitalisation is not available if requested by the **CHEW Insurance Claims**;
2. Please also refer to the General Exclusions and Conditions of this policy.

**Section 6 Restitution**

This Policy will provide a benefit of £25 (or equivalent in local currency) per day if the **Vehicle Rental Agreement** is cancelled or cut short on the advice of a registered medical practitioner. **You** or any persons

named on the **Vehicle Rental Agreement** and the **Certificate of Insurance** must be confined to a bed in a hospital, in a hotel or in private accommodation during the time that the **Rental Vehicle** was booked and paid for.

For a single claim, the maximum amount payable is £300.

The maximum amount payable within this section for the policy period or period of the **Vehicle Rental Agreement** is £500. This is subject to:

The **Vehicle Rental Agreement** document and a Medical Certificate showing the time **You** have been confined to bed being presented;

**You** having agreed to the **Vehicle Rental Agreement** for at least seven days;

Additionally the **CHEW Insurance Claims** may request proof of booking and confirmation of duration of rental.

#### **You are not covered**

1. Where the advice of a registered medical practitioner was not obtained.
2. Where both proof of the **Vehicle Rental Agreement** is not available and where a Medical Certificate is not available to confirm **Your** confinement.
3. Any amount exceeding £300 (or the equivalent in local currency) for a single claim.
4. Any amount exceeding £500 during the policy period or period of the **Vehicle Rental Agreement**.
5. Please also refer to the General Exclusions and Conditions of this policy.

#### **Section 7 Road Rage**

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

The maximum amount **We** will pay is £1,000 (or equivalent in local currency) in any one period of cover.

#### **You are not covered**

1. Where the physical assault:
  - is caused by a **Relative** or a person known to **You**;
  - results in a physical injury which is not supported by medical evidence;
  - is not reported to the police within 24 hours of the incident;
  - is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**, other than the **Accident** itself;
2. Please also refer to the General Exclusions and Conditions of this policy.

#### **Section 8 Car Jacking / Loss of Baggage Including Valuables**

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

The maximum amount **We** will pay is £1,000 (or equivalent in local currency) in any one period of cover.

#### **Loss of Baggage Including Valuables**

**We** shall reimburse each **Insured Person** against loss of or damage to baggage and/or personal effects as a result of theft or attempted theft following visible and forcible entry into the **Rental Vehicle**, provided that such theft or attempted theft is proved and that the baggage and/or personal effects were at the time of the theft or attempted theft secured in the **Rental Vehicle** in either a locked boot or out of sight in a glove box or luggage compartment.

The maximum amount **We** will pay is £300 in total for any one claim, but subject to maximum of £150 for any single item.

#### **You are not covered**

1. Where the physical assault:
  - Is caused by a **Relative** or a person known to **You**;
  - Results in a physical injury which is not supported by medical evidence;
  - Is not reported to the police within 24 hours of the incident;
  - Is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**, other than the driver itself;
2. For:
  - Money, stamps, tickets, documents, securities;
  - Telephone, communications or entertainment equipment, including but not limited to mobile phones, satellite navigation systems and games consoles ;
  - Goods, samples or equipment carried in connection with any trade or business;
  - Loss or damage to personal belongings as a result of theft or attempted theft where **Your Rental Vehicle** has been left unlocked and unattended;
  - Loss or damage to personal belongings as a result of theft or attempted theft unless they have been concealed in the glove box or luggage compartment of the **Rental Vehicle**;

- Any equipment not part of the **Rental Vehicle** which has been supplied by the **Rental Company**;
- Where a travel policy is in place which already provides cover for loss or damage to **Your** personal belongings and baggage, or where any other insurance policy is in place which provides the same cover;
- Any loss by theft or attempted theft, unless reported to the Police and a Police report obtained.

3. Also:

- **We** will not pay any amount exceeding £1,000 (or equivalent in local currency) for physical injury.
- **We** will not pay any amount exceeding £300 (or equivalent in local currency) for baggage and/or personal belongings.
- Please also refer to the General Exclusions and Conditions of this policy.

### Section 9 Hotel and Travel Expenses

#### **You are covered for**

Up to £150 (or equivalent in local currency) in total for **You** or **Your** travelling companions for any necessary overnight accommodation if **You** are unable to use **Your Rental Vehicle** as a result of it being stolen or damaged following an **Accident**. **We** will pay up to £50 (or equivalent in local currency) in total for **You** or **Your** travelling companion(s) to travel home or to **Your** destination if **You** are unable to use **Your Rental Vehicle** as a result of it being stolen or damaged following an **Accident**.

#### **We will not pay:**

1. For overnight accommodation if **You** are less than 50 miles from **Your** home.
2. Any amount exceeding £150 (or equivalent in local currency) for the accommodation expenses.
3. Any amount exceeding £50 (or equivalent in local currency) for the travel expenses.
4. Please also refer to the General Exclusions and Conditions of this policy.

### Section 10 In Country Rentals

#### **You are covered for**

This policy covers **You** where a **Vehicle Rental Agreement** is made in **Your Home Area**.

#### **You are not covered for**

1. Any claims from incidents that occur within 50 miles of **Your** home.
2. Please also refer to the General Exclusions and Conditions of this policy.

**The following sections only apply if You have paid the appropriate extra premium and it is shown on Your Certificate of Insurance.**

### Section 11 Personal Accident (Optional)

#### **You are covered for**

If a driver is injured whilst travelling in the **Rental Vehicle**, then **We** will pay the driver or the driver's legal representative £10,000 (or the equivalent in local currency), if within 12 months of the **Accident**, the injury is the sole cause of:

- death; or
- **Permanent Total Disablement**; or
- permanent **Loss of a Limb**; or
- permanent **Loss of Sight** in one or both eyes.

The most **We** will pay within any policy period is £10,000 (or the equivalent in local currency).

#### **You are not covered**

1. If the driver is not named as a **Specified Driver** on the **Vehicle Rental Agreement**;
2. For any injury or death resulting from suicide or attempted suicide, or committing or attempting to commit a self-injury;
3. If the driver of the **Rental Vehicle** is convicted of an alcohol or drugs related offence at the time of injury;
4. Where the driver has committed a criminal act at the time of the **Accident**;
5. Where a seatbelt was not worn at the time of the **Accident**, if one is required by law.
6. Please also refer to the General Exclusions and Conditions of this policy.

### Section 12 Vehicle Rental Cancellation Insurance (Optional)

#### **You are covered for**

Up to £500 towards, any cancellation charges incurred from the **Car Rental Company** if **You** cancel the **Vehicle Rental Agreement** prior to its start date.

Provided Your policy has been purchased prior to the event occurring, the following are reasons **We** will accept for **You** cancelling **Your** trip:

- a. The accidental serious injury, serious illness or death of **You**, **Your Relative**, **Your** travelling companion, **Your** business colleague or person with whom **You** intend to stay at the trip destination.

- b. **You** receipt of a summons for jury service, being subpoenaed as a court witness or being placed in compulsory quarantine.
- c. **You** unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- d. **You** being made redundant, as long as **You** had been working at **You** current place of employment for a minimum continuous period of two years, and that at the time of booking the trip or the date **You** purchased this insurance cover, **You** had no reason to believe that **You** would be made redundant. This cover would not apply if **You** are self-employed or accept voluntary redundancy.
- e. **You** presence being required to make **You** property safe and secure following fire, flood or burglary that causes serious damage to **You** home occurring within 48 hours of departure, or whilst **You** are away.
- f. A Government regulation following an epidemic or natural disaster that stops **You** from travelling.
- g. A warning issued by the UK Government advising against travel to or through a country which forms part of **You** itinerary or prevention of access by the Government of the country in question.

#### **We will not pay for:**

1. Where **You** cancel the **Vehicle Rental Agreement** after its start date;
2. Any amount exceeding £500;
3. Please also refer to the General Exclusions and Conditions of this policy.

#### **General Conditions**

##### **The following conditions apply to all sections of this policy.**

- 1) The cover provided by this policy only applies if **You** have met all the terms and conditions stated within this document.
- 2) Cover is provided for one **Rental Vehicle** at any one time which may be driven and operated by any of the **Insured Persons** as detailed on the **Vehicle Rental Agreement**. Cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Rental Company** assumes control of the **Rental Vehicle** whether at its business location or elsewhere.
- 3) In deciding to provide this Cover and in setting the terms and premium **We** have relied on the information that has been provided by **You** and **You** must take care when answering any question to ensure that all information is accurate and complete. **You** must tell **Us**, as soon as possible, if there are any changes to the information that has already been provided.  
Cover shall be void if **You** deliberately or recklessly provide false information to **Us** whether at inception, when advising of a change or when making a claim.
- 4) Losses will not be paid in respect of any property, damages or expenses more specifically insured or any claim which but for the existence of this Insurance should be recoverable under any other Insurance.
- 5) **We** may take proceedings in **Your** name 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**, and the **Insured Person** shall co-operate and provide all reasonable assistance as necessary to **Us**.
- 6) The laws of England and Wales govern this insurance, unless **We** agree otherwise.
- 7) All **Insured Persons** must hold a valid full UK driving licence or internationally recognised driving license.
- 8) **You** must take all reasonable steps to protect the **Rental Vehicle** against loss and damage.
- 9) In the event of your claim being accepted and settled by us, we reserve the right to recover any payment made from other insurance policies and/or agreements, whether in full or in part.  
Where these other insurance policies and/or agreements are found to be deemed as the primary source of cover, you are required to claim from those in the first instance.  
Notwithstanding this, if settlement has been issued by us, it does not constitute a full acceptance of liability by us, and we reserve the right to, and are entitled to, seek full or partial recovery from those other insurance policies and/or agreements that would also cover the claim.

#### **General Exclusions**

##### **The General Exclusions apply to the whole of this insurance policy, and apply in addition to "You are not covered for" within each policy section.**

##### **Your insurance does NOT cover any liability arising directly or indirectly from any of the following:**

- 1) Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 2) The use of the **Rental Vehicle** in violation of the terms of the **Vehicle Rental Agreement**.
- 3) Driving a **Rental Vehicle** by persons who are not **Specified Drivers** on the **Vehicle Rental Agreement**, and by persons who do not have a valid driving licence.
- 4) The rental of vehicles where the value of the vehicle exceeds £60,000 or vehicles which are more than 10 years old.
- 5) Any claim arising from the rental of:



- (i) any vehicle other than the **Rental Vehicle** as specified on the **Car Rental Agreement**
  - (ii) motor homes, camper vans, trailers or caravans, trucks, commercial vehicles, goods carrying vans or loan vehicles, mopeds, motorcycles, motorbikes, off-road vehicles, recreational vehicles and passenger vans and vehicles with more than 9 seats
  - (iii) any vehicle which has a retail value when new in excess of £50,000 and has a 0-62mph (0-100kph) time of less than 7.5 seconds
  - (iv) any vehicle which is over 10 years old
- 6) The use of any **Rental Vehicle** in racing competitions, rallying, trials, rallies or speed testing, or when driven on a motor sport circuit.
  - 7) Self-inflicted injury or illness, alcoholism or the use of 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) or self exposure to needless peril except in an attempt to save human life.
  - 8) The **Insured Person** driving any kind of vehicle while the alcohol level in their blood is higher than the legal limit of the country where the incident occurs.
  - 9) From the loss or damage to any property or any liability, loss or exposure resulting or arising from:
    - ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel; or
    - the radioactive, toxic, explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
  - 10) Loss or damage caused by war (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  - 11) The amount of the indemnity **You** are entitled to claim from any other insurance whether or not the **Insurer** refuses the claim or fails to settle for any reason whatsoever.
  - 12) Any loss or damage to the **Rental Vehicle's** contents.
  - 13) Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any state or territory.
  - 14) Fines, penalties, exemplary or punitive damages or any other type or kind of judgement or award which does not compensate the party benefiting from the award or judgement for any actual loss or damage sustained.
  - 15) Any loss or damage to material property transported by **You** or in **Your** care, custody or control.
  - 16) Bodily injury or damage to material property as a result of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
  - 17) Wear and tear, gradual deterioration, mechanical breakdown and derangement, insect or vermin, inherent vice.
  - 18) Losses occurring from driving whilst not on a Public Highway.
  - 19) Where the full premium or any additional premium have not been paid by **You**.
  - 20) Any payment or any claim from vehicles operated by a **Car Club Company** and or **Your** acceptance to the terms and conditions of such membership agreement.
  - 21) Any fines imposed, administration costs, claims for diminution of value or any costs involved with the impounding of the **Rental Vehicle**.
  - 22) **We** will not pay any claim where an incident or accident occurs between the **Policyholder** and the Additional **Policyholder**.
  - 23) **We** shall not be liable to provide cover or benefit or pay any sums if that would directly or indirectly put **Us** or any of **Our** group companies in breach of any applicable economic or trade sanctions.
  - 24) **We** will not pay any claim resulting from **You** travelling to a specific country or to an area where The Foreign and Commonwealth Office or equivalent body have advised against all or all but essential travel.
  - 25) **We** will not pay any claim resulting from **You** renting and driving the **Rental Vehicle** if **You** are not an **Eligible Person**.

### Complaints Procedure

It is **Our** intention to provide an excellent service to **Our Policyholders**, however **We** recognise that there may be occasions when **You** believe that this may not have been achieved. If **You** are unhappy with any aspect of the customer service that **You** received in relation to the policy purchase or received documentation, please contact:

#### The Customer Service Manager

The Medical Screening Company Ltd  
Brookwood House  
2b West Street  
Ewell Village  
Epsom, Surrey KT17 1UU  
Tel: 0208 770 2755  
Email: [complaints@chewinsurance.com](mailto:complaints@chewinsurance.com)

If **You** complaint relates to a claim please contact:

**The Customer Relations Manager**

MAPFRE Assistance  
Maitland House  
Warrior Square  
Southend-on-Sea  
Essex SS1 2JY  
Tel: 02033622429

Email: [complaints@travelclaimsservices.com](mailto:complaints@travelclaimsservices.com)

Please state the nature of **Your** complaint, the policy reference and/or claim number/reference (if appropriate).

If after taking this action **You** are still unhappy with the response, **You** may refer it to the Financial Ombudsman Service (FOS).

**The Financial Ombudsman Service**

Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**What to do if You want to make a claim**

If **You** have a Claim.

- a. The Claims Department must be notified of any accident, proceeding or other event which may give rise to a claim as soon as reasonably practicable. Delay in notifying **Us** may affect **Our** ability to pay a claim.
- b. **You** must co-operate with **Us** at all times and give **Us** all the information and help **We** request;
- c. **You** must provide **Us** with the records and documents **We** request;
- d. **You** must not admit liability, negotiate or refuse any claim without **Our** written consent;
- e. **We** are entitled to the control and settlement of all proceedings arising out of or in connection with **Your** claim;
- f. Claims will not be paid in respect of expense to the extent that they are assumed, waived or paid by the **Rental Company or** its insurers.
- g. Payments will be made to **You** in the currency **You** purchased the policy.

Should **You** wish to notify **Us** of a claim under **Your Vehicle Rental** insurance, **You** can do so a 5 days a week, 9am-5pm. **You** must give **Us** any information or help that **We** ask for.

Full details of how to notify **Us** of a claim are set out below.

**Claims Notification**

In the event of a claim please contact the Claims Department

**CHEW Insurance Claims**

Maitland House  
Warrior Square  
Southend-on-Sea  
Essex SS1 2JY  
Tel: +44 (0) 203 362 2430

Email: [claims@travelclaimsservices.com](mailto:claims@travelclaimsservices.com)

**You** will be asked to confirm details of the incident for which **You** are making a claim — please have **Your** policy number to hand. **We** will ask **You** to provide documentation to support **Your** claim (please see list below). It is important that **You** provide all documentation requested, as **We** may be unable to process **Your** claim until received.

1. A copy of **Your Vehicle Rental Agreement**.
2. A copy of **Your CHEW Insurance Certificate of Insurance** issued to **You** when **You** purchased this policy.
3. Charge receipt for the rental (if separate from the **Vehicle Rental Agreement**).
4. Copies of any invoices, receipts, or other documents confirming any amount **You** have paid in respect of the incident for which **You** are claiming.
5. A front and back copy of the driving licence of the person driving the **Rental Vehicle** involved in the accident (the driver). **You** may also be asked for other forms of identification.

**We** may also require the following additional documents:

6. If the incident by law requires the attendance of the Police, **We** require an original copy of the Police Report (a police report will be required if **You** are claiming for any theft, either of the vehicle or personal belongings).
7. A copy of the Rental Company's accident damage report.
8. A copy of the **Your** credit card or bank statement showing payment of the damages claimed.
9. If **You** are renting a vehicle in **Your Home Area** **We** will need proof of **Your** pre-booked accommodation for three or more nights in a row. This applies to Annual multi-trip policies only.

Failure to follow these steps may delay or jeopardise the reimbursement of **Your** costs.

## Confidentiality and Data Protection

**We** will need to obtain personal information from **You**.

This means any information obtained from **You** in connection with a service or product provided to **You** by **Us** (or **Our** subsidiaries). Information is collected lawfully and in accordance with the Data Protection Act 1998.

**We** will use **Your** personal data in the following circumstances:

- to confirm, update and improve **Our** customer records;
- to identify and market products and services that may be of interest to **You**;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to manage and administer **Your** policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf;
- for the carrying out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

**You** hereby expressly waive the requirement to be notified when **Your** data is transferred by **Us**.

The personal information **You** give to **Us** and the information about **Your** use of the services may be used by **Us** or other companies in **Our** group to tell **You** by letter, telephone or e-mail about other products or services that may interest **You**.

**We** will only disclose **Your** personal information to third parties if:

- It is necessary for the performance of **Your** agreement with **Us**; or
- If **You** have given **Your** consent; or
- If such disclosure is required or permitted by law.

**You** may tell **Us** that **You** do not wish to receive information from **Us** and **Our** group companies about other services or products or any third party services or products. If **You** would prefer not to receive this information please call **Our** Customer Services Team on 0208 770 2755 or write to Customer Service Department, The Medical Screening Company Ltd, Brookwood House, 2b West Street, Ewell Village, Epsom, Surrey KT17 1UU.

Some of the personal information required from **You** may be sensitive information (such as information about health or criminal convictions) about **You**. **We** will not use sensitive information about **You** except for the specific purpose for which **You** provide it and to provide the services described in the policy. **You** must ensure that **You** only provide sensitive information about other people with their agreement.

To assist with fraud prevention and detection **We** may:

- share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection Act, the police and other law enforcement agencies;
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations may also use and search these records to:
  - a) Help make decisions about credit and credit related services for **You** and members of **Your** household;
  - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
  - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
  - d) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
  - e) Undertake credit searches and additional fraud searches.

**You** are entitled on payment of a fee to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please write to **Us** at Customer Service Department, The Medical Screening Company Ltd, Brookwood House, 2b West Street, Ewell Village, Epsom, Surrey KT17 1UU.

**We** are hereby released from any liability for any claim if **You** refuse disclosure of the data to a third party, which in turn prevents **Us** from providing cover under this policy.

**You** agree **We** will store the Personal Data according to the European Council regulation storing such data only in the countries approved by the European Council as homologate countries with the European Union Regulation in Data Protection.

If **You** travel outside the EEA countries, **You** agreed that in case of need **Your** data may be transferred outside the EEA countries exclusively for the fulfilment of **Our** obligations under this policy in order to provide to **You** with the provision requested and may be shared with **Our** providers of services in the country where **You** are travelling.