

**easyCar Club
Motor Insurance Policy
for Members**



Your Cover with easyCar Club

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Important Customer Information

You should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

So that you understand what you are covered for, please read this policy and the **booking voucher** issued by **easyCar Club** very carefully and check the **temporary Certificate of Motor Insurance** which may make reference to endorsements. You should pay special attention to the general exceptions and general conditions of this policy.

If you have any questions, or any of the details are incorrect you should notify **us** immediately via **easyCar Club**.

Keeping your policy up to date

To keep your insurance up to date please tell **us** straight away directly or via **easyCar Club** about changes which may affect your cover.

Any incorrect information provided could affect the amount you are able to claim or may even mean you are unable to make a claim. If the information differs significantly it could even result in your policy being declared void.

Some examples are:

- You get a motoring conviction or endorsement (including fixed penalty offences such as speeding) or a prosecution is pending.
- You have an accident, loss or claim on another policy.
- The car is involved in an accident no matter how trivial.
- You intend to use the vehicle for any purpose other than that shown on the **temporary Certificate of Motor Insurance**.
- A change of address or where the car is normally kept.
- You plan to use the vehicle to carry any hazardous goods or scrap waste.
- You plan to use the vehicle for courier work, parcel or fast food delivery.

Important Customer Information (cont.)

Guidance Notes

There are useful guidance notes shown in the boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help you understand it. You should always read the guidance notes in conjunction with the whole of the policy document.

General Conditions, General Exceptions and Extra Conditions

There are General Conditions and Exceptions which apply to individual sections of the policy. In addition there are General Conditions, General Exceptions and Extra Conditions which apply to the whole policy.

Managing your policy

How do I make a claim?

Call **our** Claims Department on **0330 134 8647**

We are open from 8am until 9pm weekdays, 9am to 5pm on Saturdays and 10am to 4pm on Sundays.

Please note, if you are trying to contact the Claims Department outside of opening hours you will be redirected to a contracted third party recovery service who will begin the claim procedure for you.

What if I need to move my car after an accident?

If you need emergency assistance to move a car after an accident, **our** Roadside Emergency Helpline (**0330 134 8647**) is open 24 hours a day, 365 days a year. Qualified staff can arrange for the **insured vehicle** to be towed to a safe place.

However, if you need a tow because of a breakdown, you will need to call Admiral Breakdown and use the breakdown cover included under your **easyCar Club** agreement on **0333 220 2073**.

Introduction to Your Motor Insurance Policy

Thank you for choosing a motor insurance policy for members of **easyCar Club**, which has been arranged by EUI Limited, which is an insurance intermediary.

This policy document is evidence of a legally binding contract of insurance between you (both the **renter** and the **vehicle owner**) and **us** (EUI Limited). The contract is based on the information you provided at the time you applied for membership of **easyCar Club**, any updates to that information during your membership, and any other information given either verbally or in writing by you or on your behalf at the time of booking a car and applying for insurance.

This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief.

You must read this policy and the **booking voucher** together and check the **temporary Certificate of Motor Insurance**. The **booking voucher** and **temporary Certificate of Motor Insurance** tell you the period during which the policy is in force. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you for the period of a single vehicle rental as shown on your **booking voucher**. Cover is provided within the geographical limits of this policy during the **period of insurance** for which you have paid, or agreed to pay the premium. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than the Insured Policyholders and **us** (EUI Limited) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and **we** undertake to communicate in this language for the duration of the policy.

In witness hereof this policy has been signed for and on behalf of the EUI Limited.

Introduction to Your Motor Insurance Policy (cont.)

Your contract of insurance

Your contract is with EUI Limited which is an insurance intermediary. Insurance has been arranged between EUI Limited and its **Authorised Insurers**, whose names can be supplied on application and which appear on a written form of authority, namely your **temporary Certificate of Motor Insurance**, which is evidence of your insurance.

The **Authorised Insurers** have agreed to **indemnify** (or cover) you, subject to the terms, conditions, limitations and exclusions contained in this document, against liability, loss, destruction or damage that may occur during any **period of insurance** directly sustained in connection with the **insured vehicle**.

The parties to this contract are you and the **Authorised Insurers**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999, and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right, or remedy of a third party which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.

Several Liability Notice

The **Authorised Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. This means that, if there are three insurers, then each insurer is only responsible for the proportion of cover that it has agreed to provide under the contract of insurance. Each insurer is therefore not responsible for any other insurer who, for any reason, does not satisfy all or part of its obligations.

Our authority

In order that this document may be signed and issued as evidence of the policy of insurance, the underwriters mentioned in your **temporary Certificate of Motor Insurance**, have entered into an agreement. This agreement allows an authorised Underwriter at EUI Limited to sign and issue this document.



David Stevens, Active Underwriter

EUI Limited. Registered at Ty Admiral, David Street, Cardiff CF10 2EH.

Introduction to Your Motor Insurance Policy (cont.)

This policy is arranged through Low Cost Vehicle Rental (UK) Limited trading as **easyCar**.

Low Cost Vehicle Rental (UK) Limited is registered in England & Wales No. 03816836. Low Cost Vehicle Rental (UK) Limited (FCA Reg. No. 467038) is an Appointed Representative of EUI Limited (FCA Reg. No. 309378) which is authorised and regulated by the Financial Conduct Authority.

You may check these details on the Financial Services register by visiting the FCA's website, www.fca.org.uk or by contacting the FCA on **0800 111 6768**.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the **booking voucher**, the **temporary Certificate of Motor Insurance** or any endorsements applying to this policy. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

| | |
|-------------------------------|--|
| Authorised Insurers | The insurance companies as defined in your temporary Certificate of Motor Insurance . |
| Booking voucher | Confirmation that a booking has been made and the insurance premium collected by easyCar Club . This document will show the booking voucher number allocated to the renter . |
| Booking voucher number | The booking reference number which is exclusive to the renter and the specific vehicle rental and is shown on the booking voucher . |
| Courtesy car | A small car (typically ABI Group S1/S2) provided by an Admiral Approved Repairer (or another company instructed by Admiral) to the vehicle owner . This car is not intended to be on a like for like basis with the insured vehicle . |
| easyCar Club | The peer to peer car and van rental market place operated by Low Cost Vehicle Rental (UK) Limited, trading as easyCar . |
| easyCar | A trading name of Low Cost Vehicle Rental (UK) Limited |
| Excess | An amount the renter has to pay towards the cost of a claim under this insurance. The renter has to pay this amount regardless of the circumstances leading to the claim and regardless of whether the insured vehicle is being driven by, is in the charge of or was last in the charge of the renter or any other specified driver(s) . |
| Indemnify/ Indemnity | The legal principle which ensures that, after a loss, you are placed in the same financial position you were, prior to the loss. |

Definitions (cont.)

| | |
|--------------------------------|---|
| Insured vehicle | The privately owned motor vehicle rented to the renter on an hourly, daily or weekly basis by the vehicle owner under a vehicle rental agreement , the details and registration number of which are shown on the booking voucher and temporary Certificate of Motor Insurance . For cover to commence under this insurance the vehicle must be collected by the renter from the vehicle owner or through an easyCar Club approved key safe at a location within the territorial limits . |
| Market Value | <p>The cost of replacing the insured vehicle, with one of a similar make, model, year, mileage and condition based on market prices at the time of the loss. Use of the term 'market' in which you would normally shop for the insured vehicle e.g. retail value, will not apply if you buy the insured vehicle privately or at auction.</p> <p>Non-European manufactured cars will be valued based on European import values or the nearest British equivalent, at our discretion.</p> |
| Peer to Peer Rental | Peer-to-peer rental refers to the process of an individual renting an owned good, service, or property to another individual. |
| Period of insurance | The period between the start time/date of the rental period and end time/date of the rental period shown on the booking voucher and as shown on your current temporary Certificate of Motor Insurance . |
| Privately Owned Vehicle | A privately owned vehicle car or van, manufactured to carry up to eight passengers, which does not exceed 3500kg in weight and for which details have been provided to us and meet EUI's acceptable Underwriting Criteria. |
| Renter | The individual named as the main driver on the temporary Certificate of Motor Insurance and lead contracting person on the vehicle rental agreement . |

Definitions (cont.)

| | |
|---|---|
| Road Traffic Act(s)/ Road Traffic Law(s) | Any acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. |
| Specified driver(s) | The driver(s) who are named as permitted to drive the insured vehicle pursuant to the vehicle rental agreement and on the temporary Certificate of Motor Insurance issued. |
| Temporary Certificate of Motor Insurance | A document, which is evidence of your insurance and forms part of this contract of insurance. It shows the insured vehicle's registration number, who may drive it and what it may be used for. The temporary Certificate of Motor Insurance forms part of the vehicle rental agreement and must be read in conjunction with this policy document. |
| Territorial limits | Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these. |
| Vehicle owner | The registered owner of the insured vehicle who is a member of easyCar Club and who agrees to hire the insured vehicle to the renter . |
| Vehicle rental agreement | The contract of hire between the renter and the vehicle owner . The full terms and conditions of the vehicle rental agreement are accessible using the link in the on-line version of the booking voucher . |
| We/Us/Our | EUI Limited and/or its co-insurers whose names and addresses are available upon request. |
| Windscreen excess | An amount the renter has to pay towards the cost of replacement or repair of a windscreen of the insured vehicle . |

Insurance provided - guide to policy cover

The level of cover provided by this insurance is shown on the **booking voucher**.

The sections of this Motor Insurance Policy for **easyCar Club** Members that apply are as shown below. Cover is subject to any endorsement shown on the **booking voucher**.

Comprehensive

All Sections of this Motor Insurance Policy for **easyCar Club** Members apply.

The General Exceptions and General Conditions of this Motor Insurance Policy for **easyCar Club** Members apply to all levels of cover.

General Conditions, General Exceptions and Extra Conditions

There are General Conditions and Exceptions which apply to individual sections of the policy. In addition there are General Conditions and General Exceptions which apply to the whole policy.

Who can drive my car?

Only people listed on the current **temporary Certificate of Motor Insurance** may drive.

If you need to add another driver or make any changes please contact the **easyCar Club** Member Services Team.

Email at memberservices@easycar.com or call on **0203 135 0755** Monday-Friday 8.30am to 6.30pm, Weekends 9.00am to 1.00pm.

Am I covered to drive other cars?

No. There is no provision under this policy to drive any other vehicle than the **insured vehicle** stated on your **temporary Certificate of Motor Insurance**.

Am I insured to travel abroad?

Travel overseas is not permitted under this policy of insurance. The **vehicle rental agreement** also specifically prohibits you from taking the **insured vehicle** outside the UK.

Insurance provided - guide to policy cover (cont.)

Under EU legislation this policy is required to provide the minimum compulsory insurance cover while the **insured vehicle** is in:

- any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles

We will seek to recover any costs from the **renter** for any incident that occurs in any country outside of **our territorial limits**.

See Also

General Exceptions

General Conditions

Making a claim

If you have an accident or need to make a claim call **us** immediately on **0330 134 8647**.

If the damage to the **insured vehicle** is covered under this policy and the **insured vehicle** cannot be driven, **we** will arrange for one of **our** nationwide Approved Repairers to:

- collect the **insured vehicle** from the accident site and deliver it to the Approved Repairer, the **vehicle owner's** home or the **vehicle owner's** place of work (with their permission) within a 30 mile radius
- give the **vehicle owner** a **courtesy car** while the **insured vehicle** is being repaired in **our** body shop, unless **we** decide the **insured vehicle** is beyond economic repair
- clean the **insured vehicle** inside and out following the repairs

If the **vehicle owner** does not wish to use **our** Approved Repairers **we** cannot provide the **vehicle owner** with a **courtesy car**, and the **vehicle owner** will need to get two estimates from repairers. If **we** think the repair estimate is unreasonable, **we** may arrange for the **insured vehicle** to be moved to another repairer. **We** may move the **insured vehicle** to a safe place, before repair or disposal.

All repairs carried out by **our** Approved Repairers are guaranteed for 5 years.

Glass Repair Helpline

If the **insured vehicle's** windscreen or a window is broken, please call **our** Glass Repair Helpline on **0330 134 8647** so that **we** can arrange for repair or replacement (subject to the relevant **windscreen excess**).

IMPORTANT

Replacement vans are not available as Courtesy vehicles for van **vehicle owners**.

A **courtesy car** will not be provided if the **insured vehicle** has been:

- stolen
- is beyond economical repair
- if the **vehicle owner** chooses a repairer not on **our** Approved Repairer panel
- the **vehicle owner's** car was originally produced for sale outside the EC
- is a classic car or camper van.

Making a claim (cont.)

IMPORTANT

We cannot guarantee to provide a vehicle adapted to any special needs or disability.

ALL ACCIDENTS MUST BE REPORTED WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING YOURSELF.

To make a claim you can call **our** Claims Department on **0330 134 8647**

Section 1:

Loss or Damage to the insured vehicle

1. Cover for the insured vehicle and its accessories

We will cover you against loss or damage to the **insured vehicle** (less any **excess** shown elsewhere in this policy or on the **booking voucher**)

If the **insured vehicle** is damaged as a result of an accident you will be covered for the damage to:

- the **insured vehicle**
- the **insured vehicle's** standard accessories or spare parts whilst in or on the **insured vehicle**
- your CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to the **insured vehicle**. For loss or damage to this equipment, the most **we** will pay is 15% of the **insured vehicle's market value**, up to a maximum of £1,250

2. What we will pay

We will decide how to settle your claim and will either:

- Pay to repair the **insured vehicle**, or
- Pay a cash sum to replace the damaged car or item

We may reduce the settlement or ask the owner to contribute towards the repair costs, if:

- the parts replaced were already worn or damaged, or for audio/visual equipment that has been removed from the **insured vehicle**
- the owner does not complete the Condition Report as required by **easyCar Club** in respect of every rental. (Refer to Admiral's table of Excesses and Charges in the **easyCar Club** Terms and Conditions)

If **we** give you a cash sum, the most **we** will pay is the **market value** of the **insured vehicle** or items claimed for. If the **insured vehicle** cannot be repaired economically, **we** will get it moved to a place of storage as soon as possible.

Section 1: Loss or Damage to the insured vehicle (cont.)

If any lost or damaged parts are no longer available, **we** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If the **insured vehicle** is three years old or more, **we** may decide to repair it with recycled parts, or with parts which have not been made by the car's manufacturer, but are of a similar standard.

If the **vehicle owner** bought the **insured vehicle** by a Hire Purchase, **we** will pay any money owed to that company first and then pay any remaining money to the **vehicle owner**. If the **vehicle owner** acquired the **insured vehicle** through lease or contract hire, **we** will pay the lease or contract hire company either the **market value** of the car, or the amount required to settle the agreement, whichever is less.

3. What is not covered

Replacement vans are not available as Courtesy vehicles for van **vehicle owners**.

We will not pay:

- The amount of any **excess**. The **renter** will be responsible for paying the **excess** shown on the **booking voucher**. The amount is in addition to any other **excesses** which are shown elsewhere in this policy booklet
- for loss or damage to the **insured vehicle** or loss of money from selling the **insured vehicle** to someone who deceives you
- for the replacement of the **insured vehicle's** CD player, radios, satellite navigation equipment or any other audio/visual equipment, if **we** pay the **vehicle owner** a cash sum to replace the **insured vehicle**
- for damage to the **insured vehicle** caused by it being driven after an accident
- for loss of use (including the cost of hiring a vehicle)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire, if the **insured vehicle** has been unlocked and unattended or the keys have been left in or on the **insured vehicle**
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for damage caused to your tyres by normal road use, including braking, cuts, punctures or bursts
- for any loss to the **market value** of the **insured vehicle** as a result of it being repaired

Section 1: Loss or Damage to the insured vehicle (cont.)

- any modifications, unless they form part of the manufacturers standard specification, or are optional extras that **we** have agreed to cover
- when the **insured vehicle** is taken or driven without your consent by a family member, spouse or partner
- when you have allowed the **insured vehicle** to be taken or driven by someone who is not permitted to drive under the **vehicle rental agreement** or is not named on the **temporary Certificate of Motor Insurance**
- for damage to the **insured vehicle** as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by you or any driver insured to drive the **insured vehicle**
- for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in the **insured vehicle** or failing to keep the correct amount of lubricant in the **insured vehicle**; and loss or damage to the car caused by an inappropriate type or grade of fuel being used
- confiscation, requisition or destruction by, or under, the order of any Government or Public or Local Authority

4. Keeping your damaged car safe

If you want **us** to pay for damage to the **insured vehicle**, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have the damaged car moved to the premises of the nearest competent repairer. **We** will pay any reasonable charges for safeguarding the **insured vehicle** and getting it to and from the repairers. It is important you tell **us** immediately where the **insured vehicle** is or you will be responsible for any charges that occur.

See also:

General Exceptions
General Conditions

You must tell **us** about any court documentation you receive and send **us** any writ, summons or bill within 48 hours if it relates to the **insured vehicle**.

Section 2: Fire and theft

Loss of or damage to the **insured vehicle** by Fire and Theft.

1. Cover for the insured vehicle and its accessories

If the **insured vehicle** is lost or damaged as a result of fire, lightning, theft or attempted theft, you will be covered for the loss or damage to:

- the **insured vehicle**
- the **insured vehicle's** standard accessories and spare parts whilst in or on the **insured vehicle**
- your CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to the **insured vehicle**. For loss or damage to this equipment, the most **we** will pay is 15% of the **insured vehicle's market value**, up to a maximum of £1,250.

In the event of the **insured vehicle** keys being lost or stolen from the **renter** and from somewhere other than the **insured vehicle**, **easyCar Club** will charge the **renter** to replace the locks in accordance with the schedule of charges specified in the **easyCar Club** Terms and Conditions.

2. What we will pay

We will decide how to settle your claim and will either:

- pay to repair the **insured vehicle**, or
- pay a cash sum to replace the lost or damaged car or item

We may reduce the settlement or ask the owner to contribute towards the repair costs, if:

- the parts replaced were already worn or damaged, or for audio/visual equipment that has been removed from the **insured vehicle**
- the **easyCar Club** Damage Log (Condition Report) has not been completed and/or agreed and signed by both owner and **renter** at the beginning and end of each rental

If **we** give you a cash sum, the most **we** will pay is the **market value** of the car or items claimed for. If the **insured vehicle** cannot be repaired economically, **we** will get it moved to a place of storage as soon as possible.

Section 2: Fire and theft (cont.)

If any lost or damaged parts are no longer available, **we** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If the **insured vehicle** is three years old or more, **we** may decide to repair it with recycled parts, or with parts which have not been made by the car's manufacturer, but are of a similar standard.

If you have bought the **insured vehicle** by hire purchase, or you are leasing it, **we** will pay any money owed to that company first and then pay any remaining money to you. If the **insured vehicle** is not repairable, the **insured vehicle** will become **our** property after the settlement of your claim.

3. What is not covered

Replacement vans are not available as Courtesy vehicles for van **vehicle owners**.

We will not pay:

- any **excess**. The **renter** will be responsible for paying the **excess** shown on the **booking voucher**. The amount is in addition to any other **excesses** which are shown elsewhere in this policy booklet
- for loss or damage to the **insured vehicle** or loss of money from selling the **insured vehicle** to someone who deceives you
- for the replacement of your CD player, radios, satellite navigation equipment or any other audio/visual equipment, if **we** pay you a cash sum to replace the **insured vehicle**
- for loss of use (including the cost of hiring a vehicle)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire, if the **insured vehicle** has been unlocked and unattended or the keys have been left in or on the **insured vehicle**
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for any loss to the **market value** of the **insured vehicle** as a result of it being repaired
- any modifications, unless they form part of the manufacturers standard specification, or are optional extras that **we** have agreed to cover. See also Extra Conditions
- when the **insured vehicle** is taken or driven without your consent by a family member, spouse or partner

Section 2: Fire and theft (cont.)

- when you have allowed the **insured vehicle** to be taken or driven by someone who is not permitted to drive under the **vehicle rental agreement** or is not named on the **temporary Certificate of Motor Insurance**
- if the incident is not reported to the police
- for any loss or damage to the **insured vehicle** as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by you or any driver insured to drive the **insured vehicle**
- for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in the **insured vehicle** or failing to keep the correct amount of lubricant in the **insured vehicle**; and loss or damage to the car caused by an inappropriate type or grade of fuel being used
- confiscation, requisition or destruction by, or under, the order of any Government or Public or Local Authority

4. Keeping your damaged car safe

If you want **us** to pay for damage to the **insured vehicle**, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. **We** will pay any reasonable charges for safeguarding the **insured vehicle** and getting it to and from the repairers. It is important you tell **us** immediately where the **insured vehicle** is or you will be responsible for any charges that occur.

See also:

General Exceptions

General Conditions

You must tell **us** about any court documentation you receive and send **us** any writ, summons or bill within 48 hours, if it relates to the **insured vehicle**.

Section 3: Liability to other people

What is covered

1. Use of the insured vehicle

You will be covered for everything you are legally responsible to pay due to an accident in the **insured vehicle** and:

- someone else is killed or injured
- someone else's property is damaged – third party property damage losses are limited to £20,000,000 per occurrence per policy. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

This cover also applies to an accident involving a trailer, caravan or broken-down car you may be towing (as long as you hold the correct driving licence entitlement to do so).

2. Other people using the insured vehicle

You are covered for:

- anyone named on your current **temporary Certificate of Motor Insurance** to drive the **insured vehicle**, as long as they are driving with your permission, hold a valid licence and are not disqualified from driving
- anyone you allow to use (not including driving) the **insured vehicle** for social or domestic purposes
- anyone who is getting into or out of the **insured vehicle**

3. Cover for legal costs

If **we** agree in writing, **we** will pay the following legal costs and expenses following a claim:

- solicitors' fees for representing anyone **we** insure, **renter** or **specified driver**, at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable legal services which **we** will arrange to defend a **renter** or **specified driver** against a charge of manslaughter or causing death by dangerous or reckless driving
- any other legal costs and expenses if **we** agree beforehand

4. Cover for emergency medical treatment

We will pay for:

- emergency treatment fees as set out in the Road Traffic Act

Section 3: Liability to other people (cont.)

5. What is not covered

- anyone who has any other insurance covering the same liability
- death or injury to anyone while they are working with or for the **renter** or **specified driver** of the car except as required by Road Traffic law
- any damage to property belonging to, or held in trust by, or in the charge or control of a person claiming to be insured under this section any loss or damage to property in the care of the policyholder or any person entitled to drive on the current **temporary Certificate of Motor Insurance**
- any loss, damage, death or injury arising as a result of racing against another motorist, “road rage” or a deliberate act caused by the **renter** or **specified driver** of the **insured vehicle**.

See also:

General Exceptions

General Conditions

You must tell **us** about any court documentation you receive and send **us** any writ, summons or bill within 48 hours, if it relates to the **insured vehicle**.

Section 4: Windscreen damage

1. Cover for your windscreen

We will pay:

- to repair or replace broken glass in the **insured vehicle's** windscreen, windows or sunroof
- to repair any scratching to the bodywork caused by the broken glass as long as there has not been any other loss or damage

Please call **our** Glass Repair Helpline on **0330 134 8647**

The **renter** is responsible for the **windscreen excess** (£75 for replacement, £25 for repairs) for incidents that occur in the **period of insurance** regardless of who was driving or in charge of the vehicle when the incident occurred.

2. What is not covered

We will not pay:

- The **windscreen excess**. The **renter** is responsible for the **windscreen excess** regardless of fault or the driver of the **insured vehicle**.
- for the replacement of the hood/roof structure of a convertible car when the glass is not repairable
- for a **courtesy car**
- any windscreens or windows not made of glass e.g. Perspex
- more than £25 for each glass repair or £50 for each glass replacement after **we** have deducted your **excess**, if the repair or replacement is not arranged via **our** Glass Repair Helpline
- more than the **market value** of the car at the time of loss (less any **excess**)

If any lost or damaged parts are no longer available, **we** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If the **insured vehicle** is three years old or more, **we** may decide to repair it with recycled parts, or with parts which have not been made by the car's manufacturer, but are of a similar standard.

See also:

General Exceptions
General Conditions

Section 5: Going abroad

Travel overseas is not permitted under this policy of insurance. The **vehicle rental agreement** also specifically prohibits you from taking the **insured vehicle** outside the UK.

Under EU legislation this policy is required to provide the minimum compulsory insurance cover while the **insured vehicle** is in:

- any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles

We will seek to recover any costs from the **renter** for any incident that occurs in any country outside of **our territorial limits**.

See also:

General Exceptions

General Conditions

Section 6: Your No Claims Bonus

There is no provision to earn No Claims Bonus under this policy.

No discounts will be given for No Claims Bonus held under another policy of insurance.

Claims made under this policy should not affect any No Claims Bonus entitlement but may affect the insurance premiums of the **renter** and / or **specified driver(s)** under any existing or future policies. If you are involved in any claim incident, you should notify your current Insurer at your next Renewal. If you start a new policy after the claim incident date, you should inform your new insurer immediately prior to acceptance.

See also:

General Exceptions

General Conditions

Section 7: Extra cover

1. Personal Injury Benefits

The **renter** and the **renter's** spouse/civil partner, will be covered if you are accidentally injured as a result of a road traffic accident in the **insured vehicle**, and within 3 months of the accident if it directly causes:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

We will pay the injured person, or their legal representative, £5,000. The most payable in one **period of insurance** is £5,000. If the **renter**, or the **renter's** spouse/civil partner have more than one policy with **us**, **we** will only pay out under one policy.

However you are not covered for:

- any person aged 90 or over at the time of the injury
- any injury or death caused by suicide or attempted suicide
- any deliberate injury caused by the **renter** or any driver insured to drive the **insured vehicle** under the current **temporary Certificate of Motor Insurance**.
- anyone who is driving whilst breaching General Condition 11 (Drink and drugs clause) at the time of the accident

2. Medical expenses

If the **insured vehicle** is involved in an accident and is covered under the Rental Agreement and **our temporary Certificate of Motor Insurance**, **we** will pay medical expenses of up to £100 for each person injured in the **insured vehicle**.

3. Personal Belongings

We will pay up to £100 for the personal belongings of the **renter**, or any **specified driver** named on the **temporary Certificate of Motor Insurance**, in the **insured vehicle** if they are damaged or stolen during the rental period. If you ask **us** to pay someone else, **we** will have no further responsibility to you, once **we** have done so. You are not covered for loss or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents or securities
- goods or samples carried in connection with any trade or business

Section 7: Extra cover (cont.)

- any property insured under another policy
- property from an open and/or unlocked convertible car, unless the property is locked in the boot or glove compartment
- loss or damage caused by theft or attempted theft or fire if the **insured vehicle** has been unlocked and unattended, or the keys have been left in or on the **insured vehicle**

4. Courtesy cars

Replacement vans are not available as Courtesy vehicles for van **vehicle owners**.

Courtesy cars are only available to the **vehicle owner** of the **insured vehicle** following a claim.

We will only insure a **courtesy car** provided by one of **our** approved repairers or a garage instructed by **us**. If you have an accident or make a claim (excluding glass damage only), and **our** Approved Repairers are authorised to do the work, the **vehicle owner** will get free use of a **courtesy car**, whilst the **insured vehicle** is being repaired. Unfortunately **we** cannot guarantee like for like. The **courtesy car** will be insured by **us** under this policy of insurance, on the same terms and conditions as the **insured vehicle** which is the subject of the claim.

IMPORTANT

A **courtesy car** will not be provided if the **insured vehicle** has been stolen, is beyond economical repair, if you choose a repairer not on **our** Approved Repairer panel, the **insured vehicle** was originally produced for sale outside the EC, or is a classic car or camper van. **We** cannot guarantee to provide a vehicle adapted to any special needs or disability.

See also:

General Exceptions
General Conditions

General Exceptions to your cover

You will not be covered for any liabilities you may have for any of the following:

1. Any accident, injury, loss, theft or damage which happens while the **insured vehicle** is:
 - used by a person or for any purpose not shown on your current **temporary Certificate of Motor Insurance**
 - driven by you if you do not hold a valid Driving Licence or are breaking the conditions of your Driving Licence
 - driven with your consent by someone who does not hold a valid Driving Licence or is breaking the conditions of their Driving Licence
 - taken or driven without your consent by a family member, spouse, partner or a person who normally lives with you
 - used by you or any driver shown on your current **temporary Certificate of Motor Insurance** for criminal purposes, or to deliberately cause damage or fear of damage to other vehicles or property, or to deliberately cause injury to any person and/or to put any person(s) in fear of injury
 - The **renter** cannot rent out to any other party or use the **insured vehicle** for hiring, including peer to peer hire schemes, merchandise delivery or for any purpose in connection with the Motor Trade
 - used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event
2. Any liability you have under any agreement unless you would have had the liability even if the agreement did not exist.
3. Loss of use of the **insured vehicle** and for any indirect losses which result from the incident which caused you to claim.
4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof irrespective of whether other causes have contributed to such loss, destruction or damage

General Exceptions to your cover (cont.)

5. All loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause of event contributing concurrently or in any other sequence to the loss: any act of terrorism, war, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force or its Government de jure or de facto. Except so far as to meet the requirement of the Road Traffic Act.
6. The Policy excludes any death, injury, or damage to property caused by or in the course of an act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which it is reasonable to conclude was committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

7. Any accident, injury, loss or damage (except under Section 3 - Liability to other people) caused by:
 - earthquake
 - riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands
8. The vehicle ownership, operation, maintenance or use of any car principally used for:
 - transportation of high explosives or any other similar explosive
 - bulk transportation of liquefied petroleum, gasoline or any inflammable liquid
 - transportation of chemicals or gases in liquid, compressed or gaseous form
9. Motor traders risks.
10. Any accident, injury, loss or damage when the **insured vehicle** is in an area where aircraft are usually to be found taking off, landing, manoeuvring or parked or in an area where airport ground equipment is parked or on service roads leading to it.

General Exceptions to your cover (cont.)

11. Any accident, injury, loss or damage arising from the use of public emergency service vehicles, military and law enforcement vehicles, motor coaches and omnibuses, tramways (including trolley-buses) or any vehicles on rails, contractors plant and equipment.
12. Provisional Licence holders will not be covered if:
 - They are not named on the **temporary Certificate of Motor Insurance**
 - They are not keeping to the terms and limitations of the Licence (displaying L plates and having an appropriately qualified supervising driver)
13. Any accident, injury, loss or damage whilst the **renter** or any driver named on the **temporary Certificate of Motor Insurance** is driving and:
 - Is found to be over the prescribed limit for alcohol in the country the **insured vehicle** is being driven in
 - Is driving and is unfit through drink or drugs, whether prescribed or otherwise
 - Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by the Road Traffic law. In those circumstances **we** will recover from you or the driver all sums paid (including all legal costs), whether in settlement or under a Judgement, of any claim arising from the incident.

General Conditions of your cover

1. Your duties

You will be provided with the cover set out in this policy if:

- you or anyone else claiming cover under the policy has kept to all the terms and conditions of the policy
- the information confirmed on your **easyCar Club** application (as updated by you) or when registering a claim is true and complete

2. Claims procedure

If you or the **insured vehicle** is involved in any type of claim, accident or loss regardless of fault, you must tell **us** about it within 48 hours. Also you must:

- immediately report to the police any claim involving theft, or when the **insured vehicle** is taken without your consent, and obtain a crime reference number within 24 hours
- give **us** all the information about the claim that **we** need
- send **us** any court documentation you receive in connection with any claim, accident or loss as soon as you receive them including any writ, summons or bill
- tell **us** at once if you are charged with an offence, receive any notice of prosecution, inquest or fatal enquiry

Failure to comply with the above could result in the claim being refused and/or your policy being cancelled.

You must not:

- admit that the accident was your fault
- attempt to negotiate the settlement of the claim unless **we** have given you **our** permission in writing

We are entitled to:

- conduct the defence or settlement of any claim on your behalf
- take legal action over any claim in your name or the name of any person insured on the policy for **our** own benefit
- admit negligence for any accident or claim on your behalf
- investigate your claim and exchange information with other parties involved with the accident or claim. However, **we** will treat your information carefully and only reveal it in cases where **we** believe it is necessary

General Conditions of your cover (cont.)

- appoint an Approved Repairer to repair the **insured vehicle**. In the unlikely event the repairs are considered unsatisfactory, the Approved Repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, you may then use another repairer providing **we** have confirmed it and agreed the work to be carried out

Payments made under compulsory insurance regulations and right of recovery

If the Law in any country in which your policy operates requires **us** to settle a claim on your behalf, which, if this Law had not existed, **we** would not be obliged to pay, **we** shall be entitled to recover such payments either from you or the driver.

3. Care of the insured vehicle

If an accident happens, and you or any person covered by this policy fails to protect the **insured vehicle** from loss or damage through the inappropriate conduct of the driver or the condition of the vehicle, caused or contributed to the accident, no cover under the policy will be provided and instead **our** responsibility will be restricted to meeting the obligations as required by Road Traffic Law. In those circumstances, **we** will recover from you or the driver or any party responsible for the condition of the vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, or any claim arising from the accident.

4. Cancelling your policy

The **renter** cannot cancel the insurance during the period of the Rental as stated on the Temporary Certificate of Insurance. Cancellations of the Rental should be made through **easyCar Club** Member Services.

If there is an outstanding premium, it must be paid within 10 days of your policy being cancelled. Delayed payments will incur additional charges.

If a claim is made or has arisen during the **period of insurance**, the full premium will be due and no refund will be given. This applies in all circumstances regardless of the payment method.

Your Cancellation Rights

Due to the short term nature of this policy of insurance and **our** administration costs, If you cancel your policy of insurance, no refunds are due.

General Conditions of your cover (cont.)

Our Cancellation Rights

We can cancel your policy at any time by sending 7 days notice in writing to your last known address if you:

- break any of the General Conditions of your cover
- ignore or fail to comply with General Exceptions
- fail to respond to written requests for further information or documentation
- misrepresent the information detailed on your **easyCar Club** membership application.
- harass or use abusive or threatening behaviour towards **our** staff
- behave in a manner that makes it inappropriate for **us** to continue your insurance

If **we** cancel your policy, you will be charged on a daily pro rata basis for the time you have had on cover, plus an administration charge. **We** will refund any remaining premium.

Should the **insured vehicle** be stolen and/or deemed a total loss, **we** will cancel your policy without prior notice by writing to your last known address. **We** may deduct any outstanding premium and charges owed from any claim settlement **we** make to you. If the **insured vehicle** is a total loss please refer to General Condition 10.

5. Payment of your premium and/or other charges

If **we** are unable to collect any amount by the due date, **we** will cancel your policy in line with General Condition 4.

6. Settling disagreements

If **we** have agreed to settle a claim, but there is a disagreement in the amount to be paid, the problem must be referred to the Quality Manager. If the matter remains in dispute, the problem can be referred to the Financial Ombudsman Service. Please see 'Comments and Complaints'.

7. Dual insurance

If you have other insurance which covers the same liability, loss or damage, **we** will only pay the share of the claim that is attributable to your policy with **us**. This does not apply to personal injury benefits.

General Conditions of your cover (cont.)

8. Car sharing

We will not cover any loss arising out of the use of the **insured vehicle** by the **renter**, or anyone named on the **temporary Certificate of Motor Insurance**, for the carriage of passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- the **insured vehicle** is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger-carrying business
- you do not make a profit from carrying the passengers

9. Fraud

If you or anyone acting for you recklessly or deliberately misrepresents information **we** require at any time during the policy that would impact either the terms and conditions or **our** ability to offer cover itself, your policy and all other policies to which you are connected through EUI Limited will be cancelled or voided. **We** will seek to recover any costs **we** have incurred and will not return any premium. **We** will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. Your policy and all other policies to which you are connected through EUI Limited will be cancelled or voided. **We** will seek to recover any costs that have been incurred and will not return any premium.

10. Total loss of the insured vehicle

If the **insured vehicle** is a total loss, all cover is cancelled for the **renter** and any other driver named on the **temporary Certificate of Motor Insurance**. Once **we** make a payment to the **vehicle owner**, the **insured vehicle** will become **our** property, unless the **vehicle owner** chooses to retain salvage in which case the salvage valuation of the vehicle will be deducted from the overall settlement.

11. Drink and drugs clause

If an accident happens whilst you or any person entitled to drive the current **temporary Certificate of Motor Insurance**:

- is found to be over the prescribed limit for alcohol
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

General Conditions of your cover (cont.)

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by Road Traffic law. In those circumstances, **we** will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

13. Instructions

For your benefit and to ensure an efficient administration process, it is **our** policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf, please let **us** know. If an accident happens, to ensure an efficient and speedy claim process **we** will take instruction from you, or any other person, provided they are named on your policy. If you would like someone else to deal with your claim on your behalf, please let **us** know.

14. Residency

You will only be provided with the cover set out in this policy, if you and any additional drivers on your policy, are permanently resident in Great Britain, Northern Ireland, the Isle of Man, Alderney, Guernsey and Jersey.

15. Changes in Circumstances

You must tell **us** if any information detailed on your **easyCar Club** membership changes, as **we** may not be able to arrange cover in every case. If **we** are able to arrange cover, **we** will calculate any difference in premium from the date you were obliged to notify **us** (even if this happened in a previous **period of insurance**). If **we** are not able to arrange cover, your policy will be cancelled or even declared void. Any incorrect information could result in an additional premium, affect the amount you are able to claim or may even mean you are unable to make a claim. If the information differs significantly it could even result in your policy being declared void.

16. Indemnity to vehicle owner

Any failure on the part of the **renter** or **specified driver(s)** to comply with the terms, conditions and exceptions contained in this policy document or the **vehicle rental agreement** or the **booking voucher** or the **temporary Certificate of Motor Insurance** will not affect the rights of the **vehicle owner** as an insured policyholder to **indemnity** under this insurance.

General Conditions of your cover (cont.)

17. Right of Recovery

If, in accordance with General Condition 16 above **we** make payments to the **vehicle owner** which would not otherwise be covered by this policy **we** will seek reimbursement from the **renter** and/or **specified driver** whose failure to comply with the policy terms, conditions and exceptions has resulted in such payments having to be made by **us**.

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, you must repay the amounts to **us**.

The **renter**, or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Comments and Complaints

At Admiral, **we** are committed to providing the best possible service. However, **we** understand there may be times when **we** do not meet your expectations. **We** want you to let **us** know straight away if you are unhappy. **We** will always do **our** best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why **we** want you to be able to complain in any way you choose.

Complaint about your policy

Quality Manager, Admiral, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0330 333 5888**

Email: quality@admiral.com

Fax: 0330 333 5886

Complaint about your claim

Claims Quality Manager, Admiral Claims Department, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0330 333 5887**

Email: claimsquality@admiralgroup.co.uk

Fax: 0333 222 5770

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint

If **we** have given you **our** final response and you are still unhappy, or more than 8 weeks have passed since **we** received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS).

Their details are as follows:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Comments and Complaints (cont.)

Tel: **0800 0 234 567**

free for people phoning from a 'fixed line' (eg. a landline at home).

Or: **0300 123 9 123**

free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service offers a free independent service and they can help with most financial complaints. For further information you can visit their website at www.financial-ombudsman.org.uk.

For more information about how **we** handle complaints, please call **us** and ask for a copy of 'Our Guide to Handling your Complaint'.

Privacy and Security Statement

1. Introduction

This privacy policy will help you understand how **we** collect, use and protect your personal data. You should also show this notice to anyone else who may be insured with **us**.

You acknowledge that by providing your personal data to **us**, you consent to its processing in the manners outlined below. When providing personal data about others, you confirm that you have the consent of these individuals to supply their personal data. **We** are unable to offer you any product or service unless you provide explicit consent for the collection and use of sensitive personal data as defined in the Data Protection Act 1998.

Admiral is the trading name of EUI Limited (Registered Number 02686904). EUI Limited is part of Admiral Group plc. For the purposes of processing your personal data, the joint data controllers are EUI Limited and Lowcost Vehicle Rental (UK) Ltd (Registered Number 03816836), trading as **easyCar**.

2. Data we collect

We collect personal data and sensitive personal data as part of providing services to you. **We** may also monitor or record calls, emails, SMS messages or other communications in accordance with UK law.

Personal data

Examples of personal data **we** may collect includes:

- Name and address, date of birth and gender
- Telephone numbers and email address
- Credit/debit card details
- Lifestyle and other information

Sensitive personal data

Examples of sensitive personal data **we** may collect includes:

- Medical history
- Claims history
- Criminal convictions etc.

Call recording and monitoring

We monitor or record calls, emails, SMS messages or other communications for:

- Business purposes such as quality control and training
- Processing necessary for entering into or performance of a contract
- Prevention of unauthorised use of **our** telecommunication systems and websites
- Ensuring effective systems operation
- Meeting any legal obligation
- Protecting your vital interests
- Prevention or detection of crime

Privacy and Security Statement (cont.)

- For the legitimate interests of the data controller

3. When data is collected

We will collect your personal data when:

- You ask for a quote
- You purchase **our** products and services
- You make customer enquiries
- You register for information or other services such as your online documents account
- You register a claim
- You respond to communications or surveys
- **We** require additional information from you for validation purposes

4. How your data is used

We will use your data for:

- Processing your quotes
- Administering your policy, including claims handling
- Fraud prevention and detection
- Credit scoring or other automated decision-making systems
- Administering debt recoveries
- Verifying your identity when required
- Undertaking market research, product development and statistical purposes

- For assessment and analysis to enable **us** to review, develop and improve the services which **we** offer and to enable **us** to provide you and other customers with relevant information through **our** marketing programme.
- **We** may use your information to make decisions about you using computerised technology to profile you, such as assessing which products might be most suitable for you.

Dealing with Other People

With the exception of cancellation (General Condition 4), it is **our** policy to deal with those named on your policy or any acceptable callers.

An acceptable caller is:

- a Policyholder
- Named Driver
- the spouse, partner or parent of a Policyholder
- any other person or organisation that provides evidence that they have authority to act on behalf of the Policyholder and passes **our** data protection procedure

If you would like someone else to deal with your policy on your behalf on a regular basis please let **us** know.

Privacy and Security Statement (cont.)

Claim Process

To ensure an efficient and speedy claim process **we** will take instruction from the Administrator or any other person, provided they are named on the policy. If you would like someone else to deal with your claim on your behalf please let **us** know.

If you give **us** data about another person, in doing so you confirm that they have given you permission to provide it to **us** to be able to process their personal data (including any sensitive personal data) and also that you have told them who **we** are and what **we** will use their data for, as set out in this policy.

5. Who has access to your data

Apart from ourselves, other companies that may have access to your data include:

- Companies within the Admiral Group (For the purposes of this Privacy Statement, "Admiral Group" means Admiral Group plc and any company or entity in which Admiral Group plc owns more than 15% of the issued share capital. Companies in the Admiral Group shall include, without limitation, EUI Limited, Admiral Insurance Company Ltd, Admiral Insurance (Gibraltar) Ltd, Inspop.com Ltd, Able Insurance Services Ltd and any other company that is incorporated within the Admiral Group at any time in the future). A full list of **our** companies can be found at http://www.admiralgroup.co.uk/business/our_companies.php

- In the event that **we** undergo re-organisation or are sold to a third party, in which case you agree that any personal data **we** hold about you may be transferred to that re-organised entity or third party
- Where it is necessary to deliver the products and services bought by you. For example, **we** may disclose your personal data to a credit card company to validate your credit card details and obtain payment. It may also be necessary for **us** to pass your personal data to the organisation from whom you have ordered any products or services other than your EUI Limited insurance product, such as a travel insurance or a personal accident cover provider, etc. At all times, EUI Limited will remain the data controller unless **we** inform you otherwise

6. Confidentiality and disclosure of your data

We will endeavour to treat your personal data as private and confidential. From time to time **we** will employ agents and subcontractors to process your personal data on **our** behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under **our** instruction.

We would like to bring to your attention **our** obligations to disclose data in the following four exceptional cases permitted by law, and the other situations set out below.

Privacy and Security Statement (cont.)

These are:

- Where **we** are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect **our** interest
- Where disclosure is made at your request or with your consent

In the unfortunate event that you have to make a claim then **we** will need to disclose data with any other party involved in that claim. This may include:

- Third parties involved with the claim, their insurer, solicitor or representative
- Medical teams, the police or other investigators

If you make a complaint about the service **we** have provided, **we** may be obliged to forward details about your complaint, including your personal data, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act and keep your personal data strictly confidential.

Credit Reference

When you apply to **us** to open an account, **we** make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering. To obtain this information, **we** will check the following records about you and anyone else who may also be insured and whose personal details have been provided as part of the insurance application.

- **Our** own records.
- Credit Reference Agency (CRA) records. When **we** search these records CRAs will place a search footprint on your credit file that may be seen by other lenders. They supply **us** with both public (including the electoral register), and shared credit and fraud prevention information
- Fraud Prevention Agency (FPA) Records

We make searches about you at credit reference agencies who will supply **us** with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. **We** may use scoring methods to assess this application and to verify your identity.

Credit searches and other information which is provided to **us** and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by EUI Limited and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, **we** may ask you to provide physical forms of identification.

Privacy and Security Statement (cont.)

We may also make periodic searches at CRAs and FPAs to manage your account with **us**.

Information on applications will be sent to and recorded by CRAs. When you borrow from **us**, **we** will give details of your account(s) and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks, and to trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted.

If you give **us** false or inaccurate information and **we** suspect or identify fraud, **we** will record it and may also pass this information to FPAs and other organisations involved in the prevention of crime and fraud.

If you borrow from **us** and do not make payments that you owe **us**, **we** will trace your whereabouts and recover debts.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

When you make a claim

If necessary **we** may also have to investigate your claims and conviction history in the course of administering the claim. You can be assured that **we** will keep such investigations strictly confidential.

In the case of motor insurance, insurers pass information to the Claims Underwriting and Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When **we** deal with your request for Insurance **we** may search these registers.

Under the conditions of your policy, you must tell **us** about any incident (such as an accident or theft) which may give rise to a claim. When you tell **us** about an incident **we** will pass information to the Registers.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing

Privacy and Security Statement (cont.)

- continuous insurance enforcement; Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as

other publically available sanctions lists. Your information and that of others named on policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.

Fraud prevention and detection notice

In order to prevent and detect fraud insurers may, at any time share information about you with **our** other group companies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of Insurance
- checking details of job applicants and employees

Privacy and Security Statement (cont.)

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

How to find out more

This is a condensed guide to the use of your personal information. If you would like to read the full details of how your data may be used please phone **our** Customer Services Department, or write to **us** at Pricing Department, Ty Admiral, David Street, Cardiff, CF10 2AA.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- Call Credit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414 or log on to www.callcredit.co.uk.
- Equifax, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0333 321 4043 or log on to www.equifax.co.uk.
- Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0344 481 0800 or log on to www.experian.co.uk.

7. Information security

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. **We** cannot accept responsibility for any unauthorised access or loss of personal information that is beyond **our** control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances **we** will take steps to ensure that your privacy rights are respected.

8. Request your data

You have the right to access the data **we** hold about you under Section 7 of the Data Protection Act 1998.

Please write to:

Data Protection Officer
EUI Limited
Ty Admiral
David Street
Cardiff CF10 2AA

Please provide:

1. Your name, address, policy/claim number and what information you would like.
2. Two forms of identification such as a copy of a driving licence, passport, or document containing your signature, and a copy of a recent utility bill that

Privacy and Security Statement (cont.)

confirms your address. (This is to take reasonable steps to confirm your identity before providing you with details of any personal information **we** may hold about you.)

3. A cheque made payable to "EUI Limited" for £10. (In accordance with the Data Protection Act 1998, **we** are entitled to charge £10 to cover the administration costs.)

Please note that if your SAR (Subject Access Report) involves personal data of other people (such as named drivers on your policy) or you are making a request on behalf of another (such as a parent on behalf of their child), we will need identification from these individuals, as well as a signed letter of authority from them that they are happy for you to act on their behalf and for us to release their data to you.

9. Changes to this policy

This privacy policy was last updated on 1st July 2015. **We** reserve the right to make changes to this policy and you will be prompted of any changes when you next visit **our** website.

From time to time **we** may need to change the way **we** use your personal data. Where **we** believe you may not reasonably expect such a change **we** will write to you. When **we** do so, you will have 60 days to object to the change but if **we** do not hear from you within that time you consent to that change.

Breakdown Cover

Terms and Conditions



Welcome to Admiral's Breakdown Cover

This guide describes your contract of **Breakdown** Cover relating to your **rental agreement** through **easyCar Club**. Please read it carefully along with your **booking voucher** and Section 11 of the **easyCar Club** terms & conditions under which the **rental agreement** is bound. This is important, as the agreement to insure you is based on this information.

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any insurance, it does not cover all situations and you should read all the terms and conditions of this policy to make sure it meets your specific needs.

Admiral does not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

Important Numbers

To Make a Claim

| | |
|---|----------------------|
| If the insured vehicle breaks down | 0333 220 2073 |
| If you have been involved in an accident | 0330 134 8647 |
| To make a claim on your Windscreen Cover | 0330 134 8647 |

Policy Summary

Who the cover is underwritten by

Admiral Insurance (Gibraltar) Limited

Type of insurance and cover

This cover is designed to be of assistance should you suffer a **breakdown** in the **insured vehicle**. Full details of the cover benefits and what you are entitled to claim is located within the main policy wording.

Significant features and benefits

- Unlimited Roadside Assistance and Nationwide Recovery

Significant Exclusions

For a full list of exclusions please refer to the policy terms and conditions.

| | This insurance does not cover the following: | Location in Terms & Conditions |
|----|--|--------------------------------|
| 1. | The cost of any parts, components or materials used to repair the vehicle . | What is not covered 3 |
| 2. | You are covered for up to 1 hour of repair and labour costs at the scene of the breakdown if assessed to be repairable within the time. After 1 hour the policyholder will be given the choice of either being taken to a garage or continued repair and labour at the scene of the breakdown , with costs incurred. | What is not covered 4 |
| 3. | Additional services or a recovery further than 10 miles from the scene of the breakdown if the vehicle is immobilised due to snow, mud, sand, water, ice or a flood. | What is not covered 11 |
| 4. | Any subsequent callouts for any claim which has been made within the last 28 days (where this period falls within the same rental agreement), unless the vehicle has been fully repaired or is in transit to a pre-booked appointment at a suitable garage . | What is not covered 25 |
| 5. | Claims totalling more than £15,000 in the period of insurance (other than claims for damage following a misfuelling incident). | What is not covered 26 |
| 6. | Assistance following an accident, theft, fire or vandalism. | What is not covered 34 |

Policy Summary (cont.)

Duration of the cover

The period of rental as detailed on your **booking voucher** and **temporary Certificate of Motor Insurance**, up to a maximum of 28 days.

Your right to cancel

Cancellation of this policy is subject to the cancellation of the **easyCar Club rental agreement**. A refund will be provided in accordance with the cancellation terms of the **easyCar Club rental agreement**. If you do not exercise this right to cancel your policy it will remain in force for the term of the motor insurance policy. You should refer to your **easyCar Club rental agreement** for details of any charges that will apply.

For further information on cancellation please refer to Cancellation in the policy wording.

How to make a claim

If the **vehicle** breaks down please call the 24 hour control centre on **0333 220 2073**. Please have your return telephone number, **booking voucher number** and precise location available when requesting assistance.

How to make a complaint

Complaints should be made to:

The Quality Manager, **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA

Tel: **0330 333 5888**

Email: quality@admiral.com

Fax: 0330 333 5886

If you have complained to **us** and **we** have been unable to resolve your complaint, you are entitled to refer your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)

Admiral Insurance (Gibraltar) Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if Admiral Insurance (Gibraltar) Limited is unable to meet its obligations to you under this contract. Further information is available by phone on **020 7741 4100** and on their website at www.fscs.org.uk

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Policy Document

About your Breakdown policy

If the **insured vehicle** suffers a **breakdown**, service will be provided in accordance with the policy wording. This applies during the **period of insurance** and within the **territorial limits**.

Whenever a word appears in this policy document and is defined in Section 1 Definitions, it takes on that special meaning.

Section 1: Definitions

Booking voucher

Confirmation that a booking has been made and the insurance premium collected by **easyCar Club**. This document will show the **booking voucher number** allocated to **the renter**.

Booking voucher number

The booking reference number which is exclusive to **the renter** and the specific **vehicle** rental and is shown on the **booking voucher**.

Breakdown

An electrical or mechanical failure, lack of fuel, flat battery, **misfuel**, or puncture which immediately renders the **vehicle** immobilised.

Callout

The deployment of a **recovery operator** to the **vehicle**.

Call Assist Limited

Breakdown provider for **EUI Limited**.

easyCar Club

The peer to peer car and van rental market place operated by Low Cost Vehicle Rental (UK) Limited, trading as **easyCar**.

easyCar

A trading name of Low Cost Vehicle Rental (UK) Limited.

Policy Document (cont.)

EUI Limited

Admiral is a trading name of **EUI Limited**.

Fuel drain and flush

The draining of the incorrect fuel and washing through of the engine system to cleanse the engine and remove any residue which could cause further damage.

Home address

The last known address of **the renter** recorded on **our** system and detailed on the **rental agreement**.

Insured vehicle

The privately owned motor **vehicle** rented to **the renter** on an hourly, daily or weekly basis by the **vehicle owner** under a **vehicle rental agreement**, the details and registration number of which are shown on the **booking voucher** and **temporary Certificate of Motor Insurance**. For cover to commence under this insurance the **vehicle** must be collected by **the renter** from the **vehicle owner** or through an **easyCar Club** approved key safe at a location within the **territorial limits**.

Legal carrying capacity

The maximum number of persons recommended by the **vehicle** manufacturers that can be carried legally and safely.

Market value of the vehicle

The equivalent cost of replacing the **vehicle** with another of the same make, model, age, mileage and condition as the **vehicle** following a **breakdown**, which will be determined by **us**.

Misfuel

Putting petrol in the fuel tank of a diesel engine **vehicle**, or diesel in the fuel tank of a petrol-engine **vehicle** occurring during the **period of insurance** and immediately reported to **us**.

Passengers

Any person in the **vehicle** at the time of the **breakdown**.

Policy Document (cont.)

Period of insurance

The period between the start time/date of the rental period and end time/date of the rental period shown on the **booking voucher** and **temporary Certificate of Motor Insurance**.

Recovery operator

The independent technician Call Assist appoints to attend to the **breakdown**.

Rental agreement

The contract of hire between **the renter** and **vehicle owner**. The full terms and conditions of the **rental agreement** are accessible using the link in the online version of the **booking voucher**.

Rescue controller

The telephone operator employed by **Call Assist Limited**.

Road Traffic Act

Any acts, laws or regulations, which govern the driving or use of any motor **vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the repair work undertaken can be evidenced in writing.

Temporary Certificate of Motor Insurance

A document, which is evidence of your motor insurance in force during the **rental agreement**, and forms part of this contract of insurance. It shows the **insured vehicle's** registration number, who may drive it and what it may be used for. The **temporary Certificate of Motor Insurance** forms part of the **vehicle rental agreement** and must be read in conjunction with this policy document.

Territorial limits

England, Northern Ireland, Scotland, Wales, The Channel Islands and Isle of Man.

The renter

The individual named as the main driver on the **temporary Certificate of Motor Insurance** and lead contracting person on the **rental agreement**.

Policy Document (cont.)

Us/we/our

Call Assist Limited and/or EUI Limited.

Vehicle

The privately owned motor **vehicle** rented to **the renter** on an hourly, daily or weekly basis by the **vehicle owner** under a **vehicle rental agreement**, the details and registration number of which are shown on the **booking voucher** and **temporary Certificate of Motor Insurance**. For cover to commence under this insurance the **vehicle** must be collected by **the renter** from the **vehicle owner** or through an **easyCar Club** approved key safe at a location within the **territorial limits**.

Vehicle owner

The registered owner of the **insured vehicle** who is a member of **easyCar Club** and who agrees to hire the **insured vehicle** to **the renter**.

Section 2: What is covered?

In the event of a **breakdown** within the **territorial limits** we will send a **recovery operator** to the scene of the **breakdown** and arrange and pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**. If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** at the roadside, **we** will contact the owner (or in the event of failure to contact the owner, **easyCar**) to determine which of the following recovery procedures to apply:

- Either: arrange and pay for the **vehicle**, **renter** and **passengers** to be recovered to the nearest garage within 10 miles of the scene of the **breakdown**, which is able to undertake the repair
- Or, at the owner's choice or if the above is not possible at the time (e.g. if the repair cannot be made that day), **we** will arrange for the **vehicle** and if required, **renter** and **passengers** to be recovered to a destination agreed between the **vehicle owner** and **us** within the **territorial limits**. This can be a garage, residential or business address. Any recovery must take place at the same time as the initial **callout** otherwise subsequent **callout** charges will apply to the responsible party as determined by **easyCar** in accordance with the terms and conditions of the **rental agreement**

Policy Document (cont.)

If **we** cannot gain authorisation from the owner or **easyCar we** may move the **vehicle** to a safe location until authorisation can be obtained.

Repair at the roadside

You are covered for up to one hour of the **recovery operator's** time at the roadside to repair the **vehicle**. The **recovery operator** will assess initially whether the **vehicle** can be safely repaired within this time; if it cannot, the **vehicle** will be recovered. If at any stage it becomes apparent the **vehicle** will not be repaired within the hour entitlement, the **recovery operator** may provide you with the option of paying for additional labour costs to complete the repair. Any additional labour charges beyond the hour entitlement are payable immediately or alternatively the recovery procedure defined above will apply.

Alternative Transport*

*The following services will be offered to **the renter** on a pay/claim basis, which means that **the renter** must pay initially. **We** will send **the renter** a claim form to complete and return, for reimbursement. Before arranging these services, authorisation must be obtained from **us**. The policy will only pay for a hire car which **we** deem is appropriate for **the renter's** requirements, and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt.

Alternative transport benefits are available under the following conditions following a **breakdown** in the **territorial limits**.

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location, or be being recovered to a destination of the owner's choice
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of your **home address**
- **We** will determine which benefit is offered to **the renter** by assessing the circumstances of the **breakdown** and what is the most cost effective option for **us**

We will pay up to £100 towards the reasonable cost of alternative transport or a hire car/van up to 1,600cc to allow **the renter** to complete their original journey. This can be redeemed against the cost of transport to a hire car depot and hire of a suitable **vehicle** or public transport.

Policy Document (cont.)

Caravan and Trailer Cover

If the **vehicle** suffers a **breakdown** and a caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7.01 metres/23 feet in length (not including the length of the A-frame and hitch), the caravan/trailer will be recovered with the **vehicle** at no extra cost.

Lost or Broken Keys

If **the renter** loses, breaks or locks the **vehicle** keys within the **vehicle**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or an alternative destination as agreed by the owner and **us** if closer. All other costs incurred, will be at **the renter's** expense in accordance with the terms and conditions of the **rental agreement**. **We** will gain authorisation from the owner to enter the **vehicle**. If **we** cannot gain authorisation from the owner or **easyCar we** may move the **vehicle** to a safe location until authorisation can be obtained.

Message Assistance

We will gladly pass on two messages to **the renter's** home or workplace to let them know of the circumstances.

Misfuel Assist

In the event **the renter** misfuels the **vehicle**, **we** will arrange and pay for a **recovery operator** to either:

- transport the **vehicle**, renter and **passengers** to their base where a **fuel drain and flush** to the **vehicle's** fuel tank can be conducted

or,

- to conduct the **fuel drain and flush** at the roadside

We will also provide 10 litres of correct fuel to allow **the renter** to continue their journey.

If the owner decides for the **fuel drain and flush** to be conducted by their preferred repairer, **we** will arrange and pay for a **recovery operator** to transport the **vehicle** and if required renter and **passengers** to a local repairer of the owner's choice as agreed by the owner and **us**.

Policy Document (cont.)

Subject to the prior authorisation of **our rescue controller we** will also reimburse the cost of a **fuel drain and flush** to the owner. Any reimbursement will only be made once **we** have received copies of valid receipts detailing the work carried out by the owner's preferred repairer. In the event the **misfuel** directly causes further mechanical damage to the **vehicle** which prevents the **vehicle** from being driven and cannot be remedied by a **fuel drain and flush**, subject to the prior authorisation of **our rescue controller we** will also cover the reasonable cost of parts and labour required to repair the **vehicle**.

If repair work in addition to a flush and drain is required this will be undertaken by **our** approved repairer. If the owner does not wish to use **our** approved repairers they will need to get two estimates from repairers. Providing the repair estimate is reasonable, **we** will arrange the **vehicle** to be moved to that repairer. Otherwise, **we** will move the **vehicle** to a safe place while an agreement is reached between the owner and **us** with regards to selecting a repairer.

We will not be responsible for any costs incurred due to any reasonable delay caused by this process. Upon completion of this process, if the owner would prefer the **vehicle** to be repaired by a repairer of their choice, **we** will arrange and pay for the **vehicle** to be transported to that chosen repairer.

Subject to the total claim cost not exceeding a limit agreed by **our rescue controller** prior to being incurred, **we** will then reimburse the parts and labour costs incurred once **we** have received copies of valid receipts detailing the work carried out by the repairer.

Section 3: What is not covered?

This insurance does not cover the following:

1. Any caravan/trailer where the total length exceeds 7.01 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard towing hitch as well as any **breakdowns** to the caravan or trailer itself.
2. Any **vehicle** which is not listed on your **booking voucher** as being eligible for **breakdown** cover with **us**.
3. The cost of any parts, components or materials used to repair the **vehicle**.
4. Repair and labour costs other than one hour roadside labour at the scene.
5. Any costs or expenses not authorised by **our rescue controllers**.

Policy Document (cont.)

6. The cost of food, drink, telephone calls or other incidentals.
7. The cost of fuel, oil or any excess in relation to claim for a hire **vehicle**.
8. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the same working day unless otherwise agreed by **us** and the owner. If recovery takes effect **we** will only recover to one address in respect of any one **breakdown**.
9. Alternative transport if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
10. **Breakdowns** caused by failure of **the renter** to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
11. Additional manpower and/or recovery **vehicles**, or a recovery further than 10 miles from the scene of the **breakdown** if the **vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
12. Service where the **vehicle** is not accessible or cannot be transported safely and legally using a standard recovery **vehicle**.
13. Any request for service if the **vehicle** is being used by **the renter** for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
14. Overloading of the **vehicle** or carrying more **passengers** than it is designed to carry. **We** will not be liable for and will not recover any **passengers** beyond the **legal carrying capacity** of the **vehicle**.
15. Claims not notified and authorised prior to expenses being incurred.
16. Any costs or expenses not authorised by **our rescue controllers**.
17. It is your responsibility to ensure personal possessions are removed prior to the **vehicle** being transported.
18. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the **Road Traffic Act 1988**.
19. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for you to collect the **vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

Policy Document (cont.)

20. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel combustion of nuclear fuel
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
21. Any false or fraudulent claims.
22. Failure to comply with requests by **us** or the **recovery operators** concerning the assistance being provided.
23. Fines and penalties imposed by courts, including but not limited to parking tickets.
24. Any charges where you or the Emergency Services arrange recovery or repairs by other means unless **we** have agreed to reimburse you.
25. Any subsequent **callouts** for any symptoms related to a claim which has been made within the **period of insurance**, unless the **vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
26. Claims totalling more than £15,000 in the **period of insurance**, other than claims for repair following a **misfuel** incident, where the claim limit will be the current **market value for the vehicle**.
27. Any cost recoverable under any other insurance policy that you may have.
28. **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
29. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, un-roadworthy or dangerous to transport.
30. Any cost that would have been incurred if no claim had arisen.

Policy Document (cont.)

31. A request for service following any intentional or wilful damage caused by you to the **vehicle**.
32. Any cover which is not specifically detailed within this policy.
33. Service where glass or windscreens have been damaged or broken.
34. Assistance following an accident, theft, fire or vandalism.
35. Any **breakdown** that occurred before the policy commenced.
36. Service if you already owe **us** money in respect of another claim made under this policy.
37. The deliberate misfuelling of the **vehicle** by any person. If the claim is dishonest or exaggerated in any way no service will be provided and you will be responsible to pay for the costs incurred.
38. Any liability under the **misfuel** assist benefit where the **vehicle** has been damaged by anything other than misfuelling or where the damage cannot be fully attributed to a **misfuel** which occurred during the **period of insurance**.
39. Any damage caused by the continued use of the **vehicle** after the point you knew it had been misfuelled.
40. Any infringement of any warranty, or guarantee associated with the **vehicle** that may be invalidated by any repair to the **vehicle**.
41. If you put the wrong grade of the same fuel into the **vehicle**, e.g. if you put hi-octane petrol in a petrol engine **vehicle** the **misfuel** assist benefit will not be provided.
42. Any loss to the **market value of the vehicle** as a result of a **fuel drain and flush** or repair made following a **misfuel**.
43. Cover outside of the **territorial limits**.

Section 4: Conditions of your policy

1. **We** will provide cover if:
 - a. You have met all the terms and conditions within this insurance.
 - b. The information provided to **us**, as far as you are aware, is correct.

Policy Document (cont.)

2. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives unless agreed between **us** and you.
3. If **we** have reason to believe this policy is being used fraudulently or it becomes apparent there is a breakdown in the relationship between **us** and you, **we** may cancel the policy by sending 7 days notice to your **home address**. In such situations, providing no claim has been made, **we** will refund the unexpired portion of your premium.
4. When you contact **us** for assistance **we** may ask if the **vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide the service promptly or efficiently through the **recovery operator** who will be assisting you, you will be charged for any additional costs incurred at the roadside.
5. If the **vehicle** is repairable at the roadside, or at a local garage, you must accept the assistance being provided unless otherwise agreed by **us** and the owner. You are responsible for payment for any parts supplied and fitted.
6. **We** recommend you to wait for assistance to ensure the **vehicle** is functioning correctly. If you do not wait for assistance and the **vehicle** suffers a **breakdown** again within 12 hours of the previous **callout** being cancelled, you will be required to pay for the cancelled **callout** before further service can be provided for the **breakdown**.
7. **We** will refuse service if you or your **passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or the **recovery operators**.
8. If, in **our** opinion, the **vehicle** is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate your policy immediately notifying you, by letter to your registered address, of what action **we** have taken.
9. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, **we** will reclaim any monies from you in order to pay the costs involved.
10. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the **market value of the vehicle** in its current condition following the **breakdown**, **we** have the option to pay the owner the **market value of the vehicle** in its current condition and pay **the renter** transportation costs to their **home address**. It will be the owner's responsibility to apply for a Certificate of Destruction or other such documentation and the owner will be required to pay for any storage costs whilst

Policy Document (cont.)

this is obtained. If the owner would prefer the **vehicle** to be transported to their **home address** this can be arranged but the owner will need to pay any costs which exceed the **market value of the vehicle** in its current condition.

11. **Recovery operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting the **vehicle**.
12. The transportation of livestock (including dogs) will only be undertaken if the **recovery operator** determines it is safe to do so in the normal recovery service. **We** will endeavour to help arrange alternative transport but you will need to pay for this service immediately by credit or debit card.
13. If you have a right of action against a third party, you shall co-operate with **us** to recover any costs incurred by **us**.
14. Signing Documentation - You may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.
15. Emergency Repairs - Any emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.
16. Regardless of circumstances, **we** will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided.
17. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits** (UK).

Section 5: How to make a claim

If the **insured vehicle** breaks down please call **our** 24 hour control centre on **0333 220 2073**. Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and when called from any type of line including mobile, BT or other fixed line, should count towards any inclusive minutes in the same way as 01 and 02 calls.

Policy Document (cont.)

The information you need if you breakdown

Please have the following information ready to give to **our rescue controller**, who will use it to validate your policy:

- your **booking voucher number**
- your telephone number and area code which **we** can call you back on
- the **vehicle** registration number
- the precise location of the **vehicle** (or as accurate as you are able to be in the circumstances)
- the **vehicle** make, model and colour together with any specific details, which may assist **us** in locating you quickly
- the contact details of the owner, which will be used to gain authorisation to incur additional costs not covered by this policy

We will take your details and ask you to remain by the telephone you are calling from. Once **we** have made all the arrangements **we** will contact you to advise who will be coming out to you and how long they are expected to take.

Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to the **vehicle**.

Please remember to guard your safety at all times and remain with or near the **vehicle** until the **recovery operator** arrives. Once the **recovery operator** arrives at the scene please be guided by their safety advice.

In the event of a **breakdown** on a motorway where you have no means of contacting **us** or are unaware of your location, please use the nearest SOS box. You will need to advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that you have contacted **us** or give them **our** telephone number to call **us** on your behalf.

Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between the owner and the **recovery operator**.

Policy Document (cont.)

Uninsured Service

We can usually provide assistance for claims or service which are not covered under this insurance policy. All costs (including an administration fee) must be paid immediately by credit or debit card.

Should you wish to contact **us**, write to:

Customer Services, **Call Assist Limited**, Axis Court, North Station Road, Colchester CO1 1UX.

Section 6: Cancellation

a. Your cancellation rights

Cancellation of this policy is subject to the cancellation of the **easyCar Club rental agreement**. A refund will be provided in accordance with the cancellation terms of the **easyCar Club rental agreement**. If you do not exercise this right to cancel your policy it will remain in force for the term of the motor insurance policy. You should refer to your **easyCar Club rental agreement** for details of any charges that will apply.

Please contact **easyCar Club** Member Services for further information:

easyCar Club,
4th Floor, Cision House,
16-22 Baltic Street West,
London, EC1Y 0UL

Tel: **02031 350 755**

Email: memberservices@easycar.com

b. Our cancellation rights

We will cancel this policy if:

- Your **easyCar Club rental agreement** or motor policy is cancelled
- Any claim under this policy shall be in any respect fraudulent
- It becomes apparent there is a breakdown in the relationship between **us** and you

Policy Document (cont.)

Section 7: How to Make a Complaint

Complaints should be made to:

The Quality Manager, **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0330 333 5888**

Email: quality@admiral.com

If **we** have given you **our** final response and you are still unhappy, or more than 8 weeks have passed since **we** received your original complaint, you may refer your complaint to the:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

www.financial-ombudsman.org.uk

Tel: **0800 0234 567**

free for people phoning from a 'fixed line' (e.g. a landline at home).

Or: **0300 123 9 123**

free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financialombudsman.org.uk

Section 8: Extra Information about Your Policy

Financial Services Compensation Scheme

EUI Limited and Admiral Insurance (Gibraltar) Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should **EUI Limited** be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

Policy Document (cont.)

The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St. Botolph Street, London WC3A 7QU

www.fscs.org.uk

Tel: **0800 678 1100 / 0207 741 4100**

Email: enquiries@fscs.org.uk

Service provider and insurer

Supplied by Low Cost Vehicle Rentals (UK) Limited, 4th Floor, Cision House, 16-22 Baltic Street West, London EC1Y 0UL. Administered by **Call Assist Limited**, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Underwritten by Admiral Insurance (Gibraltar) Limited, 1st Floor, 24 College Lane, PO Box 575, Gibraltar, GX11 1AA.

Low Cost Vehicle Rentals (UK) Limited is an appointed representative of **EUI Limited** (Ty Admiral, David Street, Cardiff CF10 2EH) are authorised and regulated by the Financial Conduct Authority.

Call Assist Limited are authorised and regulated by the Financial Conduct Authority.

Low cost Vehicle Rentals (UK) Limited Firm Reference Number: 467038

EUI Limited Firm Reference Number: 309378

Call Assist Limited Firm Reference Number: 304838.

Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

Call recording

To help **us** provide a quality service, your telephone calls may be recorded, but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

Policy Document (cont.)

Your personal information

For information about how **EUI Limited** and **easyCar** will process your personal information please see 'Privacy and Security Statement' on page 39 of your **easyCar Club** Motor Insurance Policy for Members.

Enquiries in relation to data held by **us** should be directed to the Customer Services Department, **Call Assist Limited**, Axis Court, North Station Road, Colchester, Essex, CO1 1UX

Call Assist share information with **EUI Limited**. Where you wish to make a claim which is not covered by your **breakdown** cover, **we** will inform **EUI Limited** who can handle this claim for you.

Governing Law

The Law of England and Wales governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

