

Collision Damage Excess Waiver Insurance

Cover is only available if **you** are a **resident** of the **UK**. If **you** are renting an **insured vehicle** for use within **your home** country, **you** must also have at least 2 nights pre-booked accommodation.

This is not a motor insurance policy, nor is it a primary damage policy covering the **insured vehicle**.

Section 1 of this policy only covers the amount of the **excess / deposit you** are responsible for under the terms of **your rental agreement** and not the full value of the **insured vehicle** itself.

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Important telephone numbers

Customer Services: 01702 427 166

Claims:

(submit online 24 hours a day) <u>www.allianz-protection.com</u>

(call Monday to Friday 8am to 6pm) 020 8239 3925

Summary of cover

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions

Cover	Limit (up to)	
1. Accidental damage excess reimbursement	£2,500 each claim	
 Excess / deposit charged by hire company Roof of the vehicle Windows, windscreen or glass in sunroof Undercarriage 	£2,500 £600 £800 £500	
- Tyres	£100 / tyre for replacement or £50 repair / flat tyre	
2. Personal possessionsSingle item, pair or setTobacco, alcohol, fragrances limit	£300 each claim £150 £50	
3. Rental car key cover	£500 each claim	

Inner limits

Some sections of cover also have extra sub limits, see individual sections for more details.

Important information

Thank you for taking out Lower Hire Collision Damage Excess Waiver Insurance with us.

Your policy schedule shows the people who are covered and any special terms or conditions that may apply.

Your policy does not cover everything. You should read this policy carefully to make sure it provides the cover you need. If there is anything you do not understand you should call us on 01702 427 166 or email Lower Hire on info@campbellirvine.com.

Insurer

Your Lower Hire Collision Damage Excess Waiver Insurance is underwritten by AWP P&C SA and is administered in the **United Kingdom** by Allianz Assistance.

How your policy works

Your policy and policy schedule is a contract between you and us. We will pay for claims you make which are covered by this policy and which happen during the period of insurance.

Unless specifically mentioned, the benefits and exclusions within each section apply to each person insured.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

Information you need to tell us

There is certain information that we need to know as it may affect the terms of the insurance cover we can offer you.

You must, to the best of **your** knowledge, give accurate answers to any questions **we** ask when **you** buy **your** Lower Hire Collision Damage Excess Waiver Insurance policy. If **you** do not answer the questions truthfully it may result in **your** policy being invalid and could mean that all or part of a claim may not be paid.

If you think you may have given us any incorrect answers, or if you have any queries regarding this policy, please call 01702 427 166 as soon as possible and we will be able to tell you if we can still offer you cover.

Cancellation rights

If your cover does not meet your requirements, please notify us within 14 days of receiving your policy schedule for a refund of your premium.

You can email Lower Hire on info@campbellirvine.com or telephone 01702 427 166.

If during this 14 day period **you** have travelled, made a claim or intend to make a claim **you** will not be entitled to a refund

Please note that your cancellation rights are no longer valid after this initial 14 day period.

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **0800 678 1100** or **020 7741 4100**, or by visiting their website at **www.fscs.org.uk**.

Governing law

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

Contracts (Rights of Third Parties) Act 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Data protection notice

We care about your personal data.

This summary and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data. **Our** full Privacy Notice is available at <u>www.allianz-assistance.co.uk/privacy-notice/</u>

If a printed version is required, please write to Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon CR9 6HD.

· How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

- Data that **you** or other people named on the policy or **your** representative(s) provide to **us**; and
- Data from **your** insurance arranger or partners such as brokers, other insurers or other companies who act as insurance distributors including the provider of goods and services associated with this insurance; and
- Data that may be provided about **you** from certain third parties, such as vehicle recovery operators in the event or a vehicle breakdown.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

• Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With your insurance arranger or partners such as brokers, other insurers or other companies who act as
 insurance distributors including the provider of goods and services associated with this insurance for
 contractual, regulatory and legal obligations including for the performance of our services;
- With other service providers who perform business operations on **our** behalf;
- Organisations who we deal with which provide part of the service to you such as your car hire company;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

How long do we keep your personal data?

We will retain voice recordings for a maximum of two years and **your** other personal data will be kept for a maximum of 10 years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

· Where will your personal data be processed?

Your personal data may be processed both inside and outside the **United Kingdom (UK)** and the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the **UK** and the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the **UK** and the EEA receive an adequate level of protection.

• What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this:
- Request that we stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- File a complaint.

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

· How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

By post: Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon CR9 6HD

By telephone: **020 8603 9853**By email: **AzPUKDP@allianz.com**

Definition of words

When the following words and phrases appear in the policy document or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

Area of cover

Worldwide

Note

If you are renting an insured vehicle for use within your home country, you must have at least 2 nights pre-booked accommodation

Computer system

Any computer hardware, software, communication system or electronic device (including smartphones, laptops, tablets and wearable devices), server, cloud, microcontroller or similar system (including any associated input, output or data storage device, networking equipment or backup facility).

Cyber risk

- Any unauthorised, malicious or illegal act (or the threat of such an act), involving access to or the processing, use or operation of any computer system;
- · Any error or omission involving access to or the processing, use, or operation of any computer system;
- · Any partial or total unavailability or failure to access, process, use or operate any computer system; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount relating to the value of such data.

Damage

Damage to the insured vehicle caused by fire, vandalism, accident or theft occurring during your rental period.

Economic sanction(s)

Any sanction, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or **United Kingdom**. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities.

Excess / deposit

The amount stated in your rental agreement that you are responsible for in the event of damage to the insured vehicle.

Home

Your usual place of residence in the UK.

Insured vehicle

The vehicle owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your rental agreement**. The vehicle must:

- be no more than 10 years old;
- have no more than 9 seats;
- not be driven off a Public Highway;
- not be a motor home, campervan, commercial vehicle, minibus, motorcycle or moped;
- have a retail purchase price of less than £70,000.

Insurer

AWP P&C SA.

Pair or set

A number of items of **personal possessions** that belong together or can be used together.

Period of insurance

The cover for all sections starts at the beginning of **your rental period** and finishes at the end of **your rental period**. All cover ends on the expiry date shown on **your** policy schedule.

Personal money

Cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets.

Personal possessions

Each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables** and passport).

Rental agreement

The contract between **you** and **your** vehicle rental company in providing **you** with the **insured vehicle**, which is signed by **you** and that states the **excess / deposit you** are responsible for, following damage to the **insured vehicle** during the **rental period**.

Note

This policy is not a motor insurance policy, nor is it a primary damage policy covering the **insured vehicle**. Section 1 of this policy only covers the amount of the **excess / deposit you** are responsible for under the terms of **your rental agreement** and not the full value of the **insured vehicle** itself.

Rental period

The dates you have arranged to hire the insured vehicle, as confirmed on your rental agreement.

- You will only be covered if you are aged between 21 and 74 at the date your policy was issued.
- Any other vehicle rental beginning after **your journey** ends is not covered.
- A vehicle rental booked outside the **period of insurance** is not covered.
- A vehicle rental booked to last longer than 62 days is not covered.
- If you are renting an insured vehicle for use within your home country, you must also have at least 2 nights pre-booked accommodation.

Resident

A person who has their main **home** in the **UK** and has not spent more than six months abroad during the year before the policy was issued.

United Kingdom (UK)

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

Valuables

Jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

We, our, us

Allianz Assistance which administers the insurance on behalf of the insurer.

You, your, person insured

Each person shown on the policy schedule who is authorised to drive the **insured vehicle** for which the appropriate insurance premium has been paid.

General exclusions

The following exclusions apply to the whole of your policy:

We will not cover you for any claim arising from, or consisting of, the following:

- 1 War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism or weapons of mass destruction.
- 2 Any epidemic or pandemic.
- You not following any suggestions or recommendations made by the Foreign, Commonwealth and Development Office (FCDO), World Health Organization (WHO) or any government or other official authority. For further details on FCDO travel advice, visit: gov.uk/foreign-travel-advice
- 4 Any **economic sanction** which prohibits **us**, the **insurer** or members of the Allianz Group from providing cover under this policy.
- Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
- 6 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 7 Any currency exchange rate changes.
- 8 Cyber risks of any kind.
- **9** You acting in an illegal or malicious way.
- Any loss caused as a direct or indirect result of anything you are claiming for, for example loss of earnings, unless it says differently in the policy.
- 11 Any damage covered by your vehicle rental agreement.
- **12** Any **damage** that occurs as a result of **your** use of alcohol or drugs (other than drugs prescribed by a medical practitioner).
- You not answering accurately any question(s) we have asked you at the time of buying this policy, where your answer(s) may have affected our decision to provide you with this policy.

Conditions

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

- 1 You are a resident of the UK.
- 2 You take reasonable care to protect the **insured vehicle** and **your** property against accident, injury, loss and damage and act as if **you** are not insured and to minimise any potential claim.
- 3 You have a valid policy schedule.
- 4 You accept that we will not extend the period of insurance if the original policy plus any extensions have either ended, been in force for longer than 62 days or you know you will be making a claim.
- **You** contact **us** as soon as possible with full details of anything that may result in a claim and give **us** all the information **we** ask for. Please see section 'Making a claim' for more information.
- **You** accept that no alterations to the terms and conditions of the policy apply, unless **we** confirm them in writing to **you**.
- 7 You are not aged 20 or under and 75 or over at the date your policy was issued.

We have the right to do the following

- 1 Cancel the policy if you tell us something that is not true, which influences our decision as to whether cover can be offered or not. A full premium refund will be given and depending on the circumstances we may report the matter to the police.
- 2 Cancel the policy and make no payment if you, or anyone acting for you, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if you give any false declaration or deliberate mis-statement when applying for this insurance or supporting your claim. We may in these instances report the matter to the police or any other establishment.
- 3 Only cover you for the rental period and not issue a policy if you have already started your rental period.
- 4 Take over and deal with, in **your** name, any claim **you** make under this policy.
- Take legal action in **your** name (but at **our** expense) and ask **you** to give **us** details and fill in any forms, which will help **us** to recover any payment **we** have made under this policy.
- Only refund or transfer your premium if you decide that the policy does not meet your needs and you have contacted us within 14 days from the date you receive your policy and policy schedule. We will not refund or transfer your premium if you have travelled or made a claim or intend to make a claim.
- Not to pay any claim on this policy for any amounts covered by another insurance or by anyone or anywhere else, for example any amounts you can get back from any transport or accommodation provider, home contents insurer or any other claim amount recovered by you. In these circumstances we will only pay our share of the claim.
- 8 If you cancel or cut short your rental period all cover provided on your policy will be cancelled without refunding your premium.
- 9 Ask you to pay us back any amounts that we have paid to you which are not covered by this policy.

Making a claim

The quickest and easiest way to make a claim, is to visit the website **www.allianz-protection.com**. This will lead **you** to **our** online claims notification service where **you** can fill in a claim form online. **You** can also get a claim form by

Phoning: 020 8239 3925 or

Emailing: lowerhireclaims@allianz-assistance.co.uk.

Writing to: Allianz Assistance Claims Department, PO Box 7807, Bilston WV1 9QS.

You should fill in the form and send it to **us** as soon as possible with all the information and documents **we** ask for. It is essential that **you** provide **us** with as much detail as possible to enable **us** to handle **your** claim quickly. Please keep photocopies of all information **you** send **us**.

You will need to obtain some information about your claim while you are away. Below is a list of the documents we will need in order to deal with your claim.

For all claims

- Your original policy schedule, rental agreement and booking/travel documents showing the dates and times of travel.
- Original receipts and accounts for all expenses you have to pay.
- Original bills or invoices you are asked to pay.
- Details of any other insurance you may have that may cover the same loss.
- As much evidence as possible to support your claim.
- A copy of the driving licence of the person driving the insured vehicle at the time of the accident.

Excess / Deposit reimbursement

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Full details of any witnesses, providing written statements where available.
- Detailed account of the circumstances that led to the accident / damage to the insured vehicle, including
 where appropriate a written police report.

Personal possessions and Rental car key cover

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report
- If appropriate, **you** should also report the theft, damage or loss to **your** courier or hotel / apartment manager and ask for a written report.
- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged personal possessions.
- Keep any damaged items as we may need to inspect them. If we make a payment, or we replace an item, the
 item will then belong to us.
- Obtain an estimate for repair for all damaged items.

Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

Step 1

For complaints relating to the sale of the policy:

Customer Service Manager, Campbell Irvine Limited, 52 Earls Court Road, London W8 6EJ

Telephone: 01702 427 166 Email: info@campbellirvine.com

• For complaints relating to a claim or the administration of the policy:

In the first instance please write to:

Customer Service, Allianz Assistance, 102 George Street, Croydon, CR9 6HD

Telephone: 020 8603 9853

Email: customersupport@allianz-assistance.co.uk

Please supply **us** with **your** name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

Step 2

If you are not satisfied with our final response you can refer the matter to the UK Financial Ombudsman Service for independent arbitration. Visit www.financial-ombudsman.org.uk write to Financial Ombudsman Service, Exchange Tower, London E14 9SR call 0800 023 4567 or 0300 123 9 123 email complaint.info@financial-ombudsman.org.uk

Section 1 – Excess / Deposit reimbursement

WHAT YOU ARE COVERED FOR

We will refund you the excess / deposit amount shown in your rental agreement subject to the following limits, if the insured vehicle is accidentally damaged, involved in an accident or stolen, during the rental period.

Up to £2,500 for reimbursement of the accidental damage excess / deposit applied to your vehicle hire insurance. The following reduced limits apply where the claim relates to damage to these items:

- Up to £600 for damage to the roof;
- Up to £800 for damage to the windscreen, windows or sunroof glass;
- Up to £500 for damage to the undercarriage;
- Up to £100 for damage to each tyre that needs replacing or if the tyre can be repaired up to £50 for each tyre.

Note

The cover provides reimbursement of up to the value of the **excess / deposit** that **you** are responsible for under the terms of **your rental agreement** (within the limits of this policy) and not the full value of the **insured vehicle** or the actual cost of the **damage** to the **insured vehicle**.

WHAT YOU ARE NOT COVERED FOR

Any claim where you have not followed the terms of your rental agreement.

The actual cost to repair the damage to the insured vehicle.

Any claim relating to damage to the interior of the insured vehicle.

Mechanical failure of the insured vehicle.

Misfuelling.

General wear and tear.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 2 - Personal possessions

WHAT YOU ARE COVERED FOR

Up to £300 in total for your personal possessions damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the insured vehicle, during your rental period.

There is also a single article, pair or set limit of £150.

Note

It will be our decision to pay either:

- the cost of repairing your items
- to replace your belongings with equivalent items; or
- the cost of replacing your items. An amount for wear, tear and loss of value will be deducted.

WHAT YOU ARE NOT COVERED FOR

More than the part of the pair or set that is stolen, or damaged.

More than £50 for tobacco, alcohol, fragrances and perfumes.

Breakage of or damage to:

sports equipment while it is being used, fragile articles, audio, video, computer, television, fax and phone equipment. Loss or damage due to the climate, wear and tear, loss in value, process of cleaning, moths or vermin.

The cost of replacing or repairing false teeth.

A claim for more than one mobile phone per person insured.

Loss or theft of, or damage to, the following.

- Items where **you** are unable to provide a receipt or other proof of purchase
- Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or discs, unless they were pre-recorded, in which case we will pay up to the replacement cost.
- Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
- Contact or corneal lenses, unless following fire or theft.
- Bonds, share certificates, guarantees or documents of any kind.
- Personal possessions unless they are on your person, or they are out of sight in the locked boot or covered luggage area or glove box of the insured vehicle.
- Personal money.
- Valuables.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 3 - Rental car key cover

WHAT YOU ARE COVERED FOR

We will pay up to £500 in total (but no more than £2,000 in total during the policy year) to replace the keys to the **insured vehicle** if these are lost, stolen, or damaged during the **rental period**. This will also include where necessary the costs to replace locks or for a locksmith to break into the **insured vehicle**.

WHAT YOU ARE NOT COVERED FOR

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

This policy is available in large print, audio and Braille.

Please contact us on Phone 01702 427 166

and we will be pleased to organise an alternative for you.

Campbell Irvine Limited, trading as lowerhireinsurance.com, Registered in England No 01117838 Registered office 52 Earls Court Road, London W8 6EJ.

Insurance is underwritten by AWP P&C S.A., a company registered in France with ID No 519490080 RCS Paris Registered Office 7 Rue Dora Maar, 93400 Saint-Ouen, France acting through its UK Branch, AWP P&C (UK Branch), registered in the United Kingdom. Registered Branch No. BR015275.

Registered Office: 102 George Street, Croydon CR9 6HD. Authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

This insurance is administered in the UK by Allianz Partners, a trading name of AWP Assistance UK Ltd Registered in England. Registration No. 1710361. Registered Office: PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS. AWP Assistance UK Ltd is authorised and regulated by the FCA.

Allianz Assistance acts as agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

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