

# Collision Damage Waiver & Supplemental Liability Plus Excess Insurance

## Terms and Conditions

This insurance is sold and administered by Blue Insurance Limited trading as Carhireexcess.com/Carhireexcess.co.uk (referred to as the '**policy administrator**'). Blue Insurance Limited trading as Carhireexcess.com/Carhireexcess.co.uk is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. The insurance is underwritten by Newline Insurance Company Limited. Newline Insurance Company Limited is registered in England and Wales under company registration 04409827. **Our** registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. Newline Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 435028). **You** can visit the Financial Conduct Authority website, which includes a register of all regulated firms at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Defend Insurance Group (referred to as the '**claims administrator**') is appointed by **us** to handle all claims under this insurance. **You** can find their details in Section 10 'How to Make a Claim.'

This is **your** insurance policy which includes important details about the cover provided and any exclusions that may apply. It is only valid when **you** have also received **your policy schedule** which also includes the information **you** gave **us** when **you** applied. These two documents should be kept in a safe place, as together they make up the entire insurance contract between **you** and **us** (the insurer).

Please check them carefully to make sure they give **you** the cover **you** want. If **you** have any questions, there is anything that **you** do not understand, or if **you** need to make any changes to the information disclosed when **you** arranged this insurance please contact Carhireexcess.com/Carhireexcess.co.uk on 0333 355 6182.

## Certification of Cover

This policy and **your policy schedule** certify that insurance is effected between **you** and **us**.

**We** have entered into a Binding Authority Contract with Blue Insurance Limited for which **we** have authorised them to sign these documents on **our** behalf.

In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.



## 1. Introduction

What is Collision Damage Waiver & Supplemental Liability Plus Excess Insurance?

This policy covers **you** for the car hire insurance **excess**, which is the amount **you** are responsible for paying towards repair costs if the **rental vehicle** suffers any covered **damage**. Excess reimbursement is designed to repay **you** the amount of any **excess** or repair costs **you** have to pay under the terms of the **rental agreement** following externally caused **damage** to the **rental vehicle** such as bumps or scratches. When **you** purchased this policy **you** were given the option to add Supplemental Liability cover (SLI), if purchased this will be shown on **your policy schedule**. Where SLI cover has been purchased, this policy provides cover for any amount **you** become liable for over and above the car hire company's own primary policy or primary liability insurance that has been sourced separately, up to USD 1,000,000 (or equivalent in local currency). This Supplemental Liability Insurance Extension will not provide primary liability cover.

Language

All insurance documents and all communications with **you** will be in easy to understand English.

Disability

If **you** have any disability that makes communication difficult, please tell [Carhireexcess.com/Carhireexcess.co.uk](http://Carhireexcess.com/Carhireexcess.co.uk) or Defend Insurance Group, whichever is applicable, and they will be pleased to help.

## 2. To Qualify for Cover

- a) To apply for this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance **you** must be the person shown as the lead named driver on the **rental agreement** for a **rental vehicle**.
- b) **You** can include up to five **additional drivers** who are going to be using **your rental vehicle** as long as each additional **insured driver** is named as a driver on **your rental agreement**.
- c) **You** and all **additional drivers** must be aged between 21 and 84 years of age on the date of purchase of this insurance and must have a full valid driving licence, or hold a full valid internationally recognised licence to drive the **rental vehicle**.
- d) **You** and all **additional drivers** must be permanent residents in the United Kingdom.
- e) The length of cover selected for **your** policy (the **period of insurance**) cannot be less than the duration of **your rental agreement**.

## 3. Definitions

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in the policy.

**"Additional Drivers"** means persons listed as **additional drivers** on **your rental agreement**. Unless Family Cover has been purchased and is applicable, **additional drivers** cannot hire a **rental vehicle** independently from the lead named **insured driver** but can drive the **rental vehicle** unaccompanied by the lead named **insured driver**.

**"Application"** means any written or oral declaration together with any additional information **you** may have supplied to **us** in support of **your** application for this policy.

**"Car Rental Company or Agency"** means a company which must be fully licensed with the regulatory authority of the country, state or local authority from which it operates (where applicable), which rents automobiles that it owns and operates for a fee excluding Green Motion International trading as Green Motion Car Rental.

**"Claims Administrator"** means Defend Insurance Group.

**"Damage"** means externally caused **damage** to the **rental vehicle** during the period of **rental agreement** caused by fire, vandalism, accident, volcanic ash cloud or theft (including unrecoverable theft).

**"Excess"** means the amount as stated in the **rental agreement** that **you** are responsible for in the event of **damage**.

**"Immediate Family"** means **your** mother, father, brother, sister, daughter, son, foster child, husband, wife, co-habiting partner, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister or step-brother who must meet the requirements of 'Section 2. To Qualify for Cover'.

**"Incident"** means an accident involving **your rental vehicle** which results in externally caused **damage** such as a scratch, chip or dent that **you** are responsible for under the terms of **your rental agreement**.

**"Insured Drivers"** means **you** and other drivers covered by this policy, as long as they are named on the **rental agreement** and qualify for cover as specified in Section 2 above.

**"Membership Card/Keys"** means keys, key fobs and membership cards used to open and lock the **rental vehicle**.

**"Period of Insurance"** means the period of cover under this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance for which **we** have accepted the premium, as stated in **your policy schedule**.

**"Personal Possessions"** means each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables** and passport).

**"Policy Administrator"** means Blue Insurance Limited trading as [Carhireexcess.com/Carhireexcess.co.uk](http://Carhireexcess.com/Carhireexcess.co.uk).

**"Policy Schedule"** means the document which forms part of the insurance contract between **you** and **us**. It contains **your** name and gives details of the options **you** have selected such as the **period of insurance**, territory and cover provided under **your** Collision Damage Waiver & Supplemental Liability Plus Excess Insurance.

**"Rental Agreement"** means the contract signed by the lead named **insured driver** and the **car rental company or agency** for the hire of a **rental vehicle** that specifies an **excess** amount for which **you** are liable.



**"Rental Vehicle"** means any single automobile owned and operated by a **car rental company or agency** that is hired under a short term contract UNLESS it is:

- **Rental Vehicle** hired from Green Motion International trading as Green Motion Car Rental
- More than 10 years old.
- Valued at more than GBP 70,000 (or equivalent in local currency).
- A motor home, camper van, trailer or caravan, van, commercial vehicle or truck, two or three wheeled vehicle, off-road vehicle, recreational vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats or over 3.5 tonnes.

**"Trip(s)"** means the period of a single **rental agreement** in respect of a single **rental vehicle** which is rented from a **car rental company or agency** for the period stated on the **rental agreement**.

**"Valuables"** means jewellery, watches, items made of or containing precious materials or semi-precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and telephone equipment (including mobile phones), MP3 players, PDAs, any pre-recorded electronic games, CDs, mini discs, DVDs, cartridges, video and audio tapes.

**"We/Us/Our"** means Newline Insurance Company Limited. **We** are the insurer for **your** Collision Damage Waiver & Supplemental Liability Plus Excess Insurance.

**"You/Your"** means the person who took out this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance and is named as the policyholder on the **policy schedule** and who must also be the person named as the lead named **insured driver** in the **rental agreement**.

## 4. When and Where Cover Applies

Valid **rental agreement**:

This policy must have been purchased prior to the start of a **rental agreement** for which **you** wish cover to apply. It is applicable to a single **rental agreement** at any time during the **period of insurance** and covers **you** plus any **additional drivers**.

Maximum rental period:

For single period cover **you** are covered for single **rental agreements** during the **period of insurance** shown on **your policy schedule** up to a maximum of 180 days. Should **you** need to extend the duration of **your** cover this must be done during the original **period of insurance** as shown on **your policy schedule**, prior to **your** first policy expiring to ensure there is no gap in coverage.

For annual cover this insurance covers **you** only for **rental agreements** that are for a period of up to 62 days.

Territory covered:

**You** are covered only when **you** use the **rental vehicle** in the territory specified in **your policy schedule**. This will be one of the following geographical areas:

Europe:

The countries of the continent of Europe plus Morocco, Tunisia, Turkey and Israel but excluding any **trip** in, to, or through Russia and Belarus.

World-wide (if selected and the additional premium is paid):

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

## 5. What is Covered

### Section I (all policyholders)

Excess Reimbursement

**We** will reimburse **you** up to the policy limit stated below for the amount of **excess** **you** have to pay under the terms of **your rental agreement** if **your rental vehicle** is involved in a covered **incident** during the period of **your rental agreement** and it results in a charge being made to **you** by the **car rental company or agency** for:

- a) **damage** to the **rental vehicle** including **damage** to the windows, windscreen, tyres and wheels, headlights, the undercarriage or the roof.
- b) loss of use of the **rental vehicle** due to **damage**.
- c) towing costs relating to **damage**.

Provided that following an **incident** **you** are held responsible for the **damage** and are liable for an **excess** amount as specified in **your rental agreement**.

Policy limit – the most **we** will pay

**We** will reimburse **you** for the **excess**, up to a maximum of GBP 7,500 (or equivalent in local currency), under a single **rental agreement**. **You** can claim more than once but in total **we** will only reimburse **you** up to a maximum of GBP 7,500 (or equivalent in local currency) during any one **period of insurance**. If a payment has been made in local currency any limits specified in this policy will be the equivalent in local currency based on the exchange rate that applied at the time of the purchase of **your** policy.

**N.B.** Where **you** were covered by any other insurance for the same **excess**, **we** will only pay **our** share of the claim. At any point during the **period of insurance** **we** will only cover one **rental agreement**, **rental agreements** may not overlap unless Family Cover has been selected and is applicable.

### Automatic Extensions also included in the policy

**Your** policy automatically includes cover for the following costs and services:

Misfuelling Cover

This policy also covers **you** for costs incurred, up to a maximum of GBP 500 per claim, subject to a maximum of GBP 2,000 in any one **period of insurance**, for cleaning out the engine and fuel system and any towing costs in the event that **you** put the wrong type of fuel in **your rental vehicle**.

Car Rental Key Cover

This policy also covers **you** for costs incurred, up to a maximum of GBP 500 for each claim, subject to a maximum of GBP 2,000 in any one **period of insurance**, for replacing a **membership card/keys** for a **rental vehicle** that is lost or stolen prior to the vehicle's return, including replacement locks and locksmith charges.



### Personal Possessions Cover

This policy also covers **you** for costs incurred, up to a maximum of GBP 500, for **your personal possessions** damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the **rental vehicle**.

There is also a single article, pair or set limit of GBP 150. **We** will need an original proof of ownership or an insurance valuation in respect of all items claimed for. Where these are not available the most **we** will pay is GBP 75 for each item, with a maximum of GBP 200 in total for all such items.

All claims for stolen **personal possessions** cover will require a crime reference number.

Please note that the policy does NOT cover the following:

- Bonds, share certificates, guarantees or documents of any kind; or
- Cash, traveller's cheques or bank cards.

### Section II (only valid if 'worldwide' cover is selected and the additional premium is paid for 'worldwide' cover).

#### Collision Damage Waiver (CDW)

**We** will indemnify **you** for losses incurred during a **trip** in or through USA and Canada including the Caribbean, South and Central America, as a result of **damage** to the **rental vehicle** following a covered **incident** up to the lowest of:

- USD 100,000 (or the equivalent in local currency).
- the value of the **rental vehicle**; or
- the value of claim.

**We** will also pay legal costs incurred with **our** prior written consent for the defence of any claim which may be the subject of indemnity under this policy, subject to the above limits.

### Section III (only valid if 'SLI' cover is selected and the additional premium for 'SLI' is paid)

#### Supplemental Liability Insurance

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

This Supplementary Liability Insurance Extension will not provide primary liability coverage and will only apply in excess of the primary liability insurance provided by the **car rental company or agency** or primary liability insurance that has been sourced separately.

#### Cover provided by the car rental company or agency

Where liability insurance coverage is provided by the agreement between **you** and the **car rental company or agency**, the amount of such liability coverage may be adequate and supplementary liability coverage provided by this policy may not be required.

### Section IV (only valid for annual policies and only if selected and the additional premium is paid)

#### Family Cover

This extends the cover provided by the policy to **immediate family** members named on the **policy schedule**, and enables them to rent vehicles independently without the lead named **insured driver** accompanying them.

## 6. What is not Covered

**We** will not reimburse **your excess** or any loss or expense in the following circumstances:

- a) Any rental from Green Motion trading as Green Motion Car Rental.
- b) Any costs or charges that do not directly relate to externally caused **damage** to the **rental vehicle** including, but not limited to, any costs due to mechanical or electrical failure of the **rental vehicle** or any parts that need replacing due to wear and tear.
- c) If the vehicle being hired is a motor home, camper van, trailer or caravan, van, commercial vehicle or truck, two or three wheeled vehicle, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats or over 3.5 tonnes or is more than 10 years old or valued at more than GBP 70,000 (or equivalent in local currency).
- d) Any rental of a private vehicle or a vehicle that is not both owned and operated by a **car rental company or agency**.
- e) If **your** country of residence is outside the United Kingdom or if **you** or any other **insured driver** do not qualify for cover as set out in section 2 'To Qualify for Cover'.
- f) Where the **rental agreement** is for a period longer than **your period of insurance** or 62 continuous days on an annual policy or 180 days on a single trip policy (should **you** need to extend the length of **your** cover this must be done during the original **period of insurance** to ensure no gap in cover).
- g) Where **damage** is as a result of wilfully self-inflicted injury or illness; alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction).
- h) Where **damage** is as a result of exposure to unnecessary danger except in an attempt to save human life.
- i) If **your** losses in respect of any property or expenses are more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
- j) Where **damage** arises from operation of the **rental vehicle** in violation of the terms of the **rental agreement**, including transporting contraband or illegal trade.
- k) Any credit card foreign currency transaction fees
- l) Where expenses are assumed, waived or paid by the **car rental company or agency** or its insurer or a third party insurer of an involved vehicle.
- m) For **damage** to automobiles or other vehicles which are not **rental vehicles** except where Supplementary Liability cover (SLI) has been purchased and is applicable to **your** car hire agreement.
- n) For **damage** caused by wear and tear, gradual deterioration, insect or vermin.
- o) For losses caused by accidental **damage** to the interior or contents of the **rental vehicle**.



- p) Where the **rental vehicle** is being driven by persons who are not named on the **rental agreement**.
- q) Where the expenses are reimbursed by the **insured driver's** employer's insurer.
- r) Where **damage** is the result of driving off road, on an un-made up road or a road that is not designated as a public thoroughfare.
- s) Any indirect costs **you** may incur as a result of **damage** occurring to the **rental vehicle** such as transport costs or the cost of hiring a replacement vehicle.
- t) Where **you** have been specifically alerted to the risk of possible **damage** to the **rental vehicle**, for example **you** have been warned of high water or the presence of animals that may cause **damage**.
- u) If **your** claim results in any way from
  1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  2. any act of **terrorism**.
  3. any act of war or **terrorism** involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent; or
  4. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

## 7. General Conditions

**We** take a robust approach to fraud prevention. If any information provided by **you** or anyone acting on **your** behalf is fraudulent or intended to mislead, **your** right to any benefit under this policy will end, **your** cover will be cancelled and **we** may recover any costs or expenses incurred by **us**. **We** may also inform the police.

## 8. Cancellation

### Cancellation by You

**You** may cancel this insurance within 14 days of arranging cover or, if later, within 14 days of receiving **your** policy documentation. This is known as the cooling-off period. **You** will be entitled to a full refund of the premium paid as long as **you** have not made a **trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** will be entitled to a full refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not made a **trip** or made a claim and do not intend to make a claim.

**You** can cancel at any time after the 14 day cooling off period and **we** will allow a proportionate refund of the premium paid, as long as **you** have not made a **trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** can cancel at any time after the 14 day cooling off period and **we** will make a proportionate refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not made a **trip** or made a claim and do not intend to make a claim.

To cancel cover please contact:

Carhireexcess.com/Carhireexcess.co.uk, Parkview, 82 Oxford Road, Uxbridge, UB8 1UX.  
Email address: info@Carhireexcess.co.uk Telephone number: 0333 355 6182.

### Cancellation by Us

- a) **We** will cancel **your** policy if **we** are unable to collect a premium payment from **you**.
- b) **We** may cancel **your** policy at any time by giving **you** 30 days written notice to **your** last known email address (or mailing address if **you** do not have an email address) provided by **you**. **We** may cancel **your** policy due to the non-payment of premium, if **you** use threatening or abusive behaviour or language or **we** have reasonable suspicion of fraud. This is not an exhaustive list.

## 9. Automatic Renewal of Your policy - annual policies only

For **your** convenience, **we** will arrange for Carhireexcess.com/Carhireexcess.co.uk to automatically renew **your** cover each year (auto-renewal) unless **you** tell them not to (see telephone number below).

**You** will be contacted a month before the renewal date and told about any changes to the premium or to the policy terms and conditions. **You** will also be told if **we** are unable to renew **your** policy.

Before **your** policy renews, please make sure **you** tell Carhireexcess.com/Carhireexcess.co.uk about any changes to **your** personal details, including **your** credit or debit card details. For auto-renewal **we** are entitled to assume that **your** details have not changed and that **you** have the permission of the cardholder unless **you** inform Carhireexcess.com/Carhireexcess.co.uk otherwise. If **we** are unable to collect **your** premium **we** will notify **you** by email and **your** cover will lapse.

When **you** receive **your** renewal notice **you** must also provide Carhireexcess.com/Carhireexcess.co.uk with details of any changes to **your** requirements since **your** policy started (or since it was last renewed if **you** have held the policy for more than 1 year).

**You** will receive a confirmation from Carhireexcess.com/Carhireexcess.co.uk to advise that **your** policy has successfully renewed.

If **you** do not want **us** to arrange to auto-renew **your** policy, just call Carhireexcess.com/Carhireexcess.co.uk on 0333 355 6182 or email info@Carhireexcess.co.uk. Otherwise they will collect the renewal premium from **your** credit or debit card.

## 10. How to Make a Claim

### Step 1 – Returning your rental vehicle

If **your rental vehicle** has been involved in an **incident** during the period of **your rental agreement** and this has resulted in externally caused **damage**:

- Take photos of the **damage**.
- Check that **you** are responsible for the costs under **your rental agreement**.



- Request an accident report and an invoice for the **damage**.
- Where possible always make payment using a credit card (**we** recommend payment is not made in cash).

## Step 2 – Check your policy and notify the claim

Read this policy and **your policy schedule** first so that **you** are satisfied that **you** are covered for the claim **you** want to make. If **you** are not sure whether **you** can claim, please talk to the **claims administrator** who will be happy to help **you**.

All claims must be notified to **our claims administrator**, their details are below. **You** should do this within 31 days of the end of the **rental agreement** in which the **incident** happened. Please Email: [excessclaims@defendinsurance.co.uk](mailto:excessclaims@defendinsurance.co.uk). Telephone 0333 355 0250.

Please tell them the policy reference number which is shown in **your policy schedule**.

**We** will need copies of these documents:

- The **rental agreement**.
- Your** Charge Receipt (if separate from the **rental agreement**).
- Police Report if the **incident** by law required the Police to attend.
- Photographs of the **damage** to the **rental vehicle** (and images of the vehicle before the **incident** if available).
- The accident report from the **car rental company or agency**.
- Invoices/Receipts/other documents confirming the amount **you** have paid in respect of **damage** for which the **car rental company or agency** holds **you** responsible.
- Your** credit card statement showing payment of the damages claimed.

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

Bank account details

Please provide the name and address of **your** bank together with the sort code and account details. This will assist reimbursement.

**PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY, AND IN CERTAIN CIRCUMSTANCES, PREVENT PAYMENT OF YOUR CLAIM.**

## 11. Claims Conditions

Reimbursement

**You** must repay **us** should **you** be reimbursed any amount from **your car rental company or agency** or a third party that relates to a claim that **you** have submitted to **us**.

Claims conduct

**You** must give **our claims administrator** any information or help that they ask for and **you** must not settle, reject, negotiate or agree to pay any claim without their written permission.

No person is entitled to admit liability on **our** behalf or to give any representations or other undertakings binding upon **us** except with **our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **your** name or the name of any **insured driver**.

Right of recovery

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

## 12. Complaints and Contact Details

**Complaints**

Every effort is made to provide **you** with a high standard of service. However, occasionally disputes or misunderstandings can arise and **you** need to know what to do if this happens.

**Complaints about the sale of your policy**

If **you** wish to make a complaint about the sale of this insurance or about its general administration please contact the **policy administrator**: [Carhireexcess.com/](http://Carhireexcess.com/) [Carhireexcess.co.uk](http://Carhireexcess.co.uk), Parkview, 82 Oxford Road, Uxbridge, UB8 1UX. Telephone: 0333 355 6182 Email: [complaints@blueinsurance.co.uk](mailto:complaints@blueinsurance.co.uk).

If **you** remain dissatisfied **you** may refer **your** complaint to the Financial Ombudsman Service (FOS):

Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 0 234 567 or 0300 1239 123.

If **you** are outside the UK the telephone number to use is +44 20 7964 0500.

**Complaints about a claim**

If **you** wish to make a complaint about a claims matter, please contact the **claims administrator**:

Email: [customerservice@defendinsurance.co.uk](mailto:customerservice@defendinsurance.co.uk). Telephone 0333 355 0250.

If **you** remain dissatisfied after receiving a final response to **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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



### 13. Legal and Regulatory Information

#### Premiums and Claims – Your Rights

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **policy administrator** and the **claims administrator** act as **our** authorised agents. This means that when **you** pay a premium to the **policy administrator** it is deemed to have been received by **us**, and that any valid claim **you** make with the **claims administrator** is not deemed to have been settled until **you** have received a payment.

#### Law and Legal Proceedings Applicable

Unless **you** and **we** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live or, if **you** live in the Channel Islands or Isle of Man, the law of whichever of those two places **you** live.

Any legal proceedings between **you** and **us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which **you** live.

#### Privacy and Data Protection Notice

Newline Insurance Company Limited (the Data Controller) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, For more information, please visit <https://www.newlinegroup.com>. **We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safe-guard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

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

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

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, Newline Insurance Company Limited - please see website for full address details.

#### Insurer's Liability

The insurance is underwritten by Newline Insurance Company Limited. Newline Insurance Company Limited is registered in England and Wales under company registration 04409827. **Our** registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. Newline Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 435028). **You** can visit the Financial Conduct Authority website, which includes a register of all regulated firms at [www.fca.org.uk/register](http://www.fca.org.uk/register)

#### Contracts (Rights of Third Parties) Act 1999

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

#### Sanctions

**We** will not be liable to indemnify **you** against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

