

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 (referred to as the **'policy administrator'**). Blue Insurance Limited trading as Carhireexcess.com is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent our regulation by the Financial Conduct Authority are available from us on request. The insurance is underwritten by Certain underwriters at Lloyd's in respect of Lloyd's Syndicate 5820, which is managed by AmTrust Syndicates Limited. AmTrust Syndicates Limited is registered in England and Wales under company registration number 04434499. Our registered office is 47 Mark Lane, London EC3R 7QQ. AmTrust Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 226696). **You** can visit the Financial Conduct Authority website, which includes a register of all regulated firms at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Car Care Plan Ltd. (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 comprises 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** 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 reference number B6025EW1582017 with Blue Insurance Limited under 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.

Signed by



Ciaran Mulligan
Authorised signatory for Blue Insurance Limited.



1. Introduction

What is Collision Damage Waiver and 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 schedule**. Most car rental agreements in USA, Canada, The Caribbean, South and Central America only offer limited or no third party liability insurance. 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 policy, up to US\$ 100,000 (or equivalent in local currency) for externally caused **damage** to the **rental vehicle** and US\$ 1,000,000 for third party bodily injury and damage caused by your **rental vehicle** to material property.

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 or Car Care Plan Ltd., 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** as long as each additional **insured driver** is named as a driver on the **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 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**. **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 for a fee.

"Claims Administrator" means Car Care Plan Ltd.

"Damage" means externally caused **damage** to the **rental vehicle** during the period of **rental agreement** caused by fire, vandalism, accident, volcanic ash cloud, theft (including unrecoverable theft) and it will include loss of use of the **rental vehicle** which arises from these causes.

"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.

"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, 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.

"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**.

"Rental Vehicle" means any single automobile hired under a short term contract from a **car rental company or agency**,



UNLESS it is:

- More than 10 years old
- Valued at more than £70,000 (or equivalent in local currency)
- A motor home, camper van, trailer or caravan, van, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats.

“**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 Certain underwriters at Lloyd’s in respect of Lloyd’s Syndicate 5820, which is managed by AmTrust Syndicates Limited. **We** are the insurer for **your** collision damage waiver and 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 agreements:

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**.

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 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, Sudan, South Sudan, Syria or Zimbabwe.

5. What is Covered

5.1 Section 1 (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 the **rental agreement** if **your rental vehicle** is involved in a covered **incident** during the period of **your rental agreement** and it results in:

- 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** or towing costs following a mechanical breakdown.

Provided that **you** are held responsible for the **damage** as declared in the **rental agreement** and are liable for the **excess**.

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

We will reimburse **you** for the **excess**, up to a maximum of £7,500 (or equivalent in local currency), for any single **incident** under a single **rental agreement**. **You** can claim more than once but in total **we** will only reimburse **you** up to a maximum of £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 applied 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.

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 £500 (or equivalent in local currency) per claim, subject to a maximum of £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 £500 (or equivalent in local currency) for each and every claim, subject to a maximum of £2,000 in any one **period of insurance**, for replacing a lost or stolen **membership card/key** for a **rental vehicle**, including replacement locks and locksmith charges.

Personal Possessions Cover

This policy also covers **you** for costs incurred, up to a maximum of £500 (or equivalent in local currency), 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 £150 (or equivalent in local currency). **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 £75 (or equivalent in local currency) for each item, with a maximum of £200 (or equivalent in local currency) in total for all such items.

Please note that the policy does NOT cover the following:

- Bonds, share certificates, guarantees or documents of any kind; or
- Personal money.

5.2 Section 2 (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:

- US\$ 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** written consent for the defence of any claim which may be the subject of indemnity under this policy, subject to the above limits.

5.3 Section 3 (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 any other applicable insurance, and the maximum we will pay in respect of all claims arising from any one accident shall be the difference between the amount recoverable under any other insurance and US \$1,000,000 (or equivalent in local currency)

In the event this policy is deemed by a court of law within a Territory specified in **your** Certificate to provide primary liability coverage, **we** will indemnify **you** in the terms of this policy for that primary liability coverage up to a maximum of US \$250,000.

In the absence of any other applicable insurance, this policy applies to a maximum of US \$250,000.

Cover provided by 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 supplemental liability coverage provided by this policy may not be required.

5.4 Section 4 (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 financial loss or expense in the following circumstances:

- 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.
- If the vehicle being hired is a motor home, camper van, trailer or caravan, van, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats or is more than 10 years old or valued at more than £70,000 (or equivalent in local currency)
- 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';
- 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);
- 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);
- Where **damage** is as a result of exposure to unnecessary danger except in an attempt to save human life;
- 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;
- Where **damage** arises from operation of the **rental vehicle** in violation of the terms of the **rental agreement**, including transporting contraband or illegal trade;



- i) 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;
- j) 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;
- k) For **damage** caused by wear and tear, gradual deterioration, insect or vermin;
- l) For losses caused by accidental **damage** to the interior or contents of the **rental vehicle**;
- m) Where the **rental vehicle** is being driven by persons who are not named on the **rental agreement**;
- n) Where the expenses are reimbursed by the **insured driver's** employer's insurer;
- o) 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. 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**;
- p) 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

- a) **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.
- b) This policy, the **policy schedule**, **your application** and any other statements made by **you** or anyone acting on **your** behalf, whether written or verbal, form the contract between **you** and **us**.

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, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. Email address: info@Carhireexcess.com 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 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 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 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 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).

If **you** do not want **us** to arrange to auto-renew **your** policy, just call Carhireexcess.com on 0333 355 6182 or email info@carhireexcess.com. 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: specialist.claims@carcareplan.co.uk or write to Specialist Claims Team, Car Care Plan, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG Telephone: 0344 573 8240.

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

Step 3 – After the claim is notified

The **claims administrator** will send **you** a claim form, which **you** should fill in and send back to them as soon as possible.

We will need copies of these documents:

- Your Carhireexcess.com policy schedule**
- 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 PAYMENT OF YOUR CLAIM.

11. Claims Conditions

Reimbursement

You must advise **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**.

Keeping to the terms

We will only give **you** the cover that is described in this policy if **you** comply with all its terms

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, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. Telephone: 0333 355 6182 Email: 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: specialist.claims@carcareplan.co.uk or write to: Specialist Claims Team, Car Care Plan, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG
Telephone: 0344 573 8240.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The address of the Complaints team at Lloyd's is:

Complaints, Lloyd's, One Lime Street, London, EC3M 7HA

Tel No: 0207 327 5693, Fax No: 0207 327 5225, E-mail: complaints@lloyds.com, Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **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.

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

Making a complaint online

If **you** have purchased **your** policy online, **you** can submit a complaint through the European Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/odr>. Please note there may be a slight delay while **your** complaint is directed to **us**.

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 and 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.

Data Protection Act

We will only use the information **you** provide to administer **your** policy and handle any claims. **We** may pass **your** information to other parties who act on **our** behalf for these activities both inside and outside of the European Economic Area ("EEA").

We may also share **your** information with other insurers, regulatory bodies, fraud prevention agencies or other parties as permitted or required by law.

Data protection laws outside of the EEA may not be as comprehensive as those within it and **we** will take reasonable steps to ensure that **your** data is always protected in accordance with the EEA standards.

We will take reasonable steps to make sure the information held is accurate and only used and kept for as long as necessary.

You have the right to access or have corrected the personal data that **we** hold about **you**. **You** can do this by sending a written request to the Compliance Officer at AmTrust Syndicates Limited 47 Mark Lane, London EC3R 7QQ or emailing syndicatecompliance@amtrustgroup.com.

Calls may be recorded for training and monitoring purposes.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained from: The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.
Telephone: 0800 678 1100 (freephone) or 020 7741 4100. Website: www.fscs.org.uk

Insurer's Liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion. The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at this address.

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 provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

