

esure broker Car Hire Cover

Thank you for choosing esure broker Car Hire Cover. Your policy is underwritten by esure Insurance Limited.

Meaning of words and terms in Your policy

The following words and expressions will have the meanings shown here next to them:

Accompanying Motor Policy - The policy issued by esure broker, policy number <policy number>;

Hire Car - A group A vehicle (Ford Ka or similar) provided by a Car Hire Company;

Insurer - The insurer under the Accompanying Motor Policy;

Car Hire Company - The company that we instruct to provide You with a Hire Car;

Your Car - The vehicle insured under Your Accompanying Motor Policy and the vehicle stated on Your current certificate of motor insurance;

You, Your - The person who is named as the Policyholder on the Accompanying Motor Policy;

Named Driver - The person (or one of the people) who is named on the Accompanying Motor Policy;

Nominated Driver - A driver nominated by You who meets the Car Hire Company's terms and conditions stated in Exceptions which apply to Your Hire Policy;

We, Us, - Our esure Insurance Limited;

What is covered?

If You make a claim following a theft or accident under Your Accompanying Motor Policy and the Insurer has decided Your vehicle is a total loss or Your Car has been stolen and not recovered, We will provide a Group A Hire Car for a period of up to 21 days.

Exceptions which apply to Your Car Hire Policy

What is not covered by this policy:

Any costs You incur during the period You have the Hire Car, such as fuel, parking charges, fines and fee's relating to the Hire Car;

Claims for fire, malicious damage or vandalism;

Any claim which has not been declared a total loss;

Any claim under Your Accompanying Motor Policy not reported to us within 7 days of You becoming aware of it;

Any claim for a Hire Car more than 14 days after Your Car has been determined a total loss;

Any claim that is found to be fraudulent. We may recover any costs incurred as a result of fraudulent activity from You;

Claims arising from any loss or damage to property or any direct or indirect loss, expense or liability;

Claims caused by or attributed to:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts;
- War, invasion, revolution or a similar event unless we have to provide cover under the Road Traffic Act; or
- Riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Conditions which apply to Your Car Hire Policy

The following conditions apply to Your Car Hire Policy;

Only one Hire Car is provided per incident;

A maximum of two Car Hire claims are covered per policy period;

The driver of the Hire Car must be between the age of 21 and 79, they must not have a conviction for a motor vehicle theft or driving without insurance offence for which they were banned;

The driver of the Hire Car must sign the Car Hire Company's terms and conditions;

The Car Hire Company will provide cover for You and one Named Driver who meet their terms and conditions. If You and all Named Drivers do not meet the Car Hire Company's terms and conditions you may nominate a Nominated Driver;

If after investigation, by the Insurer of the Accompanying Motor Policy, of a total loss or unrecovered theft claim the Insurer of the Accompanying Motor Policy decides not to indemnify You, the Hire Car must be returned to the Car Hire Company immediately; and

The Hire Car must be returned to the Car Hire Company no later than 48 hours after the settlement payment is issued to You.

When collecting the Hire Car from the Car Hire Company, all drivers will need to produce their full current driving licence and any additional proof of identity that may be required.

You may be charged a refundable deposit when You collect the car from the Car Hire Company. The deposit will be refunded to You when You return the Hire Car to the Car Hire Company, subject to the Car Hire Company's terms and conditions.

The Car Hire Company will provide You with a copy of their terms and conditions for hire and insurance that will apply for the period You have the Hire Car.

You must return the Hire Car to the Car Hire Company no later than 48 hours after the settlement payment is issued to You or no later than the 21st day of hire (whichever comes first).

You may only use the Hire Car in the UK.

How to notify us of a claim

You must tell esure broker within 14 days of Your Insured Vehicle under the Accompanying Motor Policy being confirmed a total loss, which may or may not give rise to a claim, simply call Our claims team on 0845 603 7061

Cancellation

If You are dissatisfied with the cover provided by Your Car Hire Cover, You have 14 days to cancel from the date you receive Your documents if You are a new customer or from the renewal date if You are an existing customer. As long as no incidents have arisen which could result in a claim under Your policy, We will refund the premium You have paid. If any incidents have arisen which may result in a claim We will not refund any premium and, if You are paying by instalments, You must still pay us the balance of the full annual premium.

If You do not exercise Your right to cancel during the 14 day period, Your Car Hire Cover will continue as normal.

If You decide to cancel after 14 days, no notice is required. If You do cancel Your Car Hire Cover we will not refund any of Your Car Hire Cover premium and the full annual premium will still be payable.

We also have the right to cancel Your Car Hire Cover at any time by giving You seven days' notice in writing. We will send Our letter to the latest address we have for You. If We do cancel Your Car Hire Cover we will refund the part of the premium You have not yet used.

If You or We cancel this policy, You must pay all costs You incur under this policy after cancellation.

Our complaints procedure

We always aim to get things right first time for Our customers although We know that sometimes You will feel this hasn't happened. We want to hear about this so We have an opportunity to put things right for You.

If You need to complain We are committed to having an accessible complaints process where We will always try to resolve Your complaint speedily and at the earliest possible stage.

Often if You ring Us We can sort things out for You straight away, with this in mind please call us first.

If it's about Your claim,
Call 0845 603 7061

If it's about any other matter,
Call 0845 603 0380

Every effort will be made to resolve Your complaint for You within 48 hours. On the rare occasions this can't be achieved then Your complaint will be passed to Our Customer Relations department, who act with the full authority of Our Chief Executive.

Your complaint will be acknowledged upon receipt – telling You who will be managing Your complaint and how long We expect this to take. Once their investigations are complete a final decision will be sent to You in writing.

The address of Our Customer Relations team is:

Customer Relations
esure broker
The Observatory
Reigate
Surrey
RH2 0SG

If after considering Our final response You are still dissatisfied, or on the rare occasion that a final decision hasn't been sent to You within eight weeks, You have the right to refer Your complaint to the Financial Ombudsman Service. They are an independent body that arbitrates on complaints about general insurance products and other financial services. They can be contacted at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0300 1239 123 or 0800 0 234 567

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

The Financial Ombudsman Service will handle most complaints you might have but there are some instances that fall outside of their authority.

Governing Law

You and us can choose the law which applies to this contract. Unless You and us agree otherwise, English law will apply. The courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between You and us, unless You live in Scotland, in which case the Scottish courts will have exclusive jurisdiction.

Ownership

esure Holdings Limited owns 100% of Our and, indirectly, esure broker limited's share capital.

Language

We will provide the terms and conditions of this policy, which apply for the duration of the contract and any communications between Us and You in English.

Identity, credit and fraud detection

To keep the premiums as low as possible We participate in a number of insurance industry initiatives to prevent and detect crime. As a valued customer, we think You will appreciate the steps We are taking to provide the best insurance cover. We, and Our group may at any time:

- Share information about You and Your claim or information provided by You with other organisations and public bodies including the Police and the DVLA;
- Check and/or file the details You provide with fraud prevention agencies, credit reference agencies and databases, including the DVLA. These agencies and databases may record the details You provide. If You give false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:
 - Help make decisions about the provision and administration of insurance, credit and credit related services for You and members of Your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policy;
 - Check Your identity to prevent money laundering; and
 - Check details of job applicants and employees;
 - Undertake credit searches and additional fraud searches.

We and other organisations and agencies, including fraud prevention agencies, may share information You provide with organisations and agencies from the UK and other countries.

If You would like to receive further details of the databases we access or contribute to, please write to the Data Protection Officer, esure broker, The Observatory, Reigate, Surrey, RH2 OSG or email us at DPO_OPT_OUT@esurebroker.com

To prevent fraud any payments or refunds will be made to the account / card which was used to make the latest payment. By providing the account or card details You and / or the account / card holder consent to us doing this.

Information on products and services

We, Our group and Our agents worldwide, will hold and use the information You have given us to provide the insurance services You asked for and for statistical analysis. Your information will always be protected by strict security and will only be used by Our agents in accordance with Our instructions. We, Our group and other carefully selected third parties may keep You informed by post, email, phone or SMS of current and new products and services which could be of interest to You and for market research purposes, unless You have chosen not to receive such communications. If You prefer not to receive such communications, and You have not previously told us, please write to the Data Protection Officer, esure broker, The Observatory, Reigate, Surrey RH2 OSG or email us at DPO_OPT_OUT@esurebroker.com. Please include Your full name, address, date of birth and customer reference number if applicable. If You choose to contact us by email, please note that because of the insecure nature of emails we cannot accept any responsibility for data lost or intercepted in transit.

You have the right to ask us for a copy of the information we hold about You in Our records. You will need to pay a small fee. You have the right to ask us to correct any inaccuracies in Your information. Calls may be monitored and recorded for security and service quality.

Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, You may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU . Tel: 0800 678 1100 or www.fscs.org.uk

Regulatory status

esure Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA website www.fca.org.uk/register or by calling the FCA on 0800 111 6768.