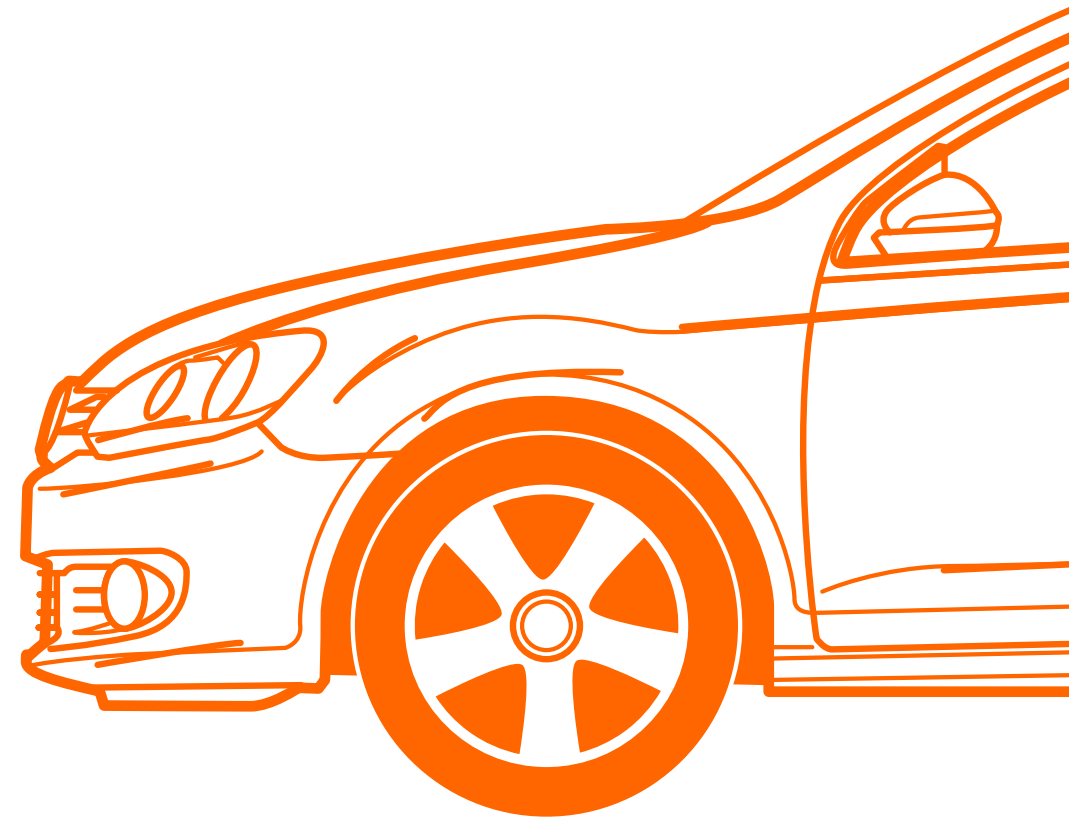


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Zero Risk Excess Insurance

policy wording



Halo Insurance Services Limited
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Registered in England Company No. 06929208
Authorised and regulated by the Financial Services Authority (FSA). Register No. 504629

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POLICY WORDING

ZERO RISK Excess Insurance

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Introduction

Thank you for choosing easyCar's Zero Risk Excess Insurance and welcome to peace of mind Car Rental Protection. easyCar.com, a trading name of easyCar (UK) Limited have partnered with Halo Insurance Services Limited to bring you an outstanding service.

This policy wording contains important information and gives **You** a full explanation of **Your** cover. **We** have tried to make this document easy to understand, but if **You** have any questions please call **Us** on +44 (0) 844 826 6565, or write to **Us** at the address shown at the end of this document.

You need to be aware that all policies are subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in bold with an initial capital letter so as to remind **You** of their importance.

To help **You** understand the cover provided **We** have laid out sections of this policy under the following headings:-

What is Covered – This text gives information about the cover provided

What is Not Covered – This text draws **Your** attention to what is not covered

In addition **You** should also read the General Conditions and Exclusions.

Your Booking Voucher / Booking Receipt should be read in conjunction with **Your** Policy Wording, as together they form the basis of **Your** insurance contract.

It is our ambition at Halo Insurance to design products that meet **Your** needs. **We** are focused on providing **You** the best-in-class products and selection in order to bring **You** peace of mind to **Your** trips wherever they may take **You**.

We hope **You** visit us again soon and keep **Us** top of mind next time **You** hire a car!

Please take time to read through **Your Booking Voucher / Booking Receipt**, Policy Wording and Key Facts documents. Contact **Us** if **you** need any further information.

Once again, thank you for **Your** custom.

Have a safe journey,

easyCar.com and Halo Insurance Services Limited

Who is eligible to purchase car hire excess insurance

Any person: -

1. Holding a valid or internationally recognised driving license.
2. Any one aged between 21 and 84 years of age.
3. Eligible to rent and drive the vehicle and able to adhere to the terms of the **Vehicle Rental Agreement**.
4. Who rents a vehicle for a maximum of 56 days.
5. Named on the **Vehicle Rental Agreement**

Monetary Limits

We can insure **You** up to the amount of the sum insured or other specified limit, which will be shown in this policy.

Cancelling this Policy

Within 14 days of purchase: If within 14 days of purchasing this insurance **You** decide that it does not meet **Your** needs, **Your** premium will be refunded in full minus an administration fee. If however within the 14 days **You** have travelled, made a claim or intend to make a claim, or if the policy has incepted, then the premium will not be refunded.

After 14 days of purchase: If **You** decide to cancel the policy after 14 days of purchasing, then no refund of premium is available. If however, **Your** policy has not incepted, then **Your** premium will be refunded in full minus an administration fee.

Jurisdiction and Law

This insurance shall be governed by the laws of England and Wales, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

What to do if you want to make a claim

Should **You** wish to claim under **Your Vehicle Rental Insurance** **You** should call the Claims Department Helpline as soon as possible. **You** must give us any information or help that **We** ask for. **You** must not settle, reject, negotiate or agree to pay any claim without **Our** written permission. Full details of how to claim are set out below.

CLAIMS NOTIFICATION

In the event of loss please contact The Claims Department within 31 days of the loss.

You will be asked to confirm details of the incident for which **You** are making a claim – please have **Your** policy number to hand.

We may ask **You** to complete a claim form – which **We** will send to **You**, if required.

We will ask **You** to submit certain documentation to support **Your** claim (please see list below). It is important that **You** submit all documentation requested, as **We** will be unable to process **Your** claim until received. Any payments made for claims will be paid to **You** by cheque.

1. an original copy of **Your Vehicle Rental Agreement**
2. a copy of **Your Booking Receipt / Booking Voucher**, which will state your **Booking Voucher Number**.
3. Charge Receipt for the rental (if separate from the **Vehicle Rental Agreement**)
4. copies of any invoices, receipts, or other documents confirming any amount **You** have paid in respect of the incident for which **You** are claiming
5. a front and back copy of the driving licence of the person driving the **Rental Vehicle** involved in the accident (the driver). **You** may also be asked for other forms of identification
6. a copy of **Your** credit card statement showing payment of the damages claimed

We may also require the following additional documents:

7. if the incident by law requires the attendance of the Police, **We** require an original copy of the Police Report
8. If **You** are claiming for any theft, **You** must supply an original copy of the Police Report
9. If the Rental Company issued an accident damage report, **We** require a copy of the report

The details can be e-mailed, faxed or posted to:

Service Claims c/o TRS
First Floor, 4 Turnberry Park
Turnberry Park Road
Gildersome
Leeds LS27 7LE
United Kingdom

Phone: +44 (0) 844 499 7500

Fax Number: + 44 (0) 113 220 3920

E-mail: easyCar1@sicl-claims.com

The Claims Department is available 24 hours a day, 7 days a week.

◆ FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE REIMBURSEMENT OF YOUR COSTS



Non-English speaking customers:

Contact the Claims Department on:
+44 (0) 844 499 5300.

This number is available from 8am – 5pm
UK Local time Monday to Friday.

Alternatively you can e-mail:
easyCar2@sicl-claims.com

You can also write to, or post requested documents to:

easyCar Car Hire Claims c/o EA
Sussex House
Perrymount Road
Haywards Heath
West Sussex
RH16 1DN
United Kingdom

WARRANTY

This insurance is provided for one **Rental Vehicle** at any one time, which may be driven and operated by **You**.

Cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Vehicle Rental company** assumes control of the **Rental Vehicle** whether at its business location or elsewhere. This policy must have been purchased prior to the commencement of a **Vehicle Rental Agreement** for which **You** wish this policy to be operative.

DEFINITIONS

Assistance Company

who acts on behalf of the **Rental Company**.

Booking Voucher / Booking Receipt

confirmation that a booking has been made and premium collected using easyCar. This contains **your Booking Voucher Number**.

Booking Voucher Number

booking reference number exclusive to **You** and shown on the Booking Voucher / Booking Receipt.

Covered Rental Trip

hire of the **Rental Vehicle** where the period of hire is shown in the **Vehicle Rental Agreement**.

Insurer/Our/Us/We

means easyCar (UK) Limited and / or Halo Insurance Services Limited and / or Service Insurance Company Limited.

Rental Company

a company or agency who are fully licensed with the regulatory authority of the country, state or local authority to provide that the **Rental Vehicle** is collected.

Rental Vehicle

any vehicle rented under a **Vehicle Rental Agreement** on a daily or weekly basis from a **Rental Company** within the **Territories** of this Insurance and which is collected from the **Rental Company** within the Geographical Scope of this Insurance.

Specified Driver(s)

Drivers listed on the **Vehicle Rental Agreement** and who can drive the **Rental Vehicle**.

Territories

the countries which this policy provides cover, and shown on the **Booking Voucher / Booking Receipt** as 'Where are you covered'.

Vehicle Rental Agreement

the contract of hire between the **Rental Company** and the **Insured Person**.

Worldwide Territory

includes all countries. EXCLUDING any trip in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan and Zimbabwe. Also excludes countries which are subject to a notice not to travel by government bodies in the UK.

You/ Your / Insured Person(s)

the lead contracting person named on this policy who must be the person named as the main driver in the **Vehicle Rental Agreement** and who is eligible to drive the **Rental Vehicle** and any of the **Specified Driver(s)** on the **Vehicle Rental Agreement**.

PART A – TERRITORIES

Section 1 – Worldwide Territory

What is insured	What is not insured
<p>Your Policy cover only applies whilst the Rental Vehicle is being used in or has been hired in a country defined as a Worldwide Territory.</p>	<p>Where the Rental Vehicle is being used in, to or through the following countries:</p> <ul style="list-style-type: none"> ▶ Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, and Zimbabwe. <p>Also refer to General Exclusions</p>

PART B – STANDARD POLICY COVER

Section 2 – Excess Insurance

What is insured	What is not insured
<p>We will pay up to £3,500 for any single incident or £5,000 for a series of incidents during any single Vehicle Rental Agreement for the reimbursement of the excess applied by the Rental Company.</p> <p>You are covered for any physical loss or damage to the Rental Vehicle for which You are responsible under the terms of the Vehicle Rental Agreement, including:</p> <ul style="list-style-type: none"> ▶ Physical damage to windscreens, tyres, roof and under carriage; ▶ Fire; ▶ Theft; ▶ Vandalism; ▶ towing costs relating to the loss or damage; ▶ loss of use of the Rental Vehicle. 	<ul style="list-style-type: none"> ▶ Any payment or any claim where You have not met the terms of Your Vehicle Rental Agreement. ▶ Where the Rental Vehicle is not being driven by or in the charge or control of You. ▶ Any payment over £3,500 for a single incident, or any payment over £5,000 for a series of claims during any single vehicle agreement. <p>Also refer to General Exclusions</p>

Section 3 – Lock Out

What is insured	What is not insured
<p>In the event that You are unintentionally locked out of the Rental Vehicle, We will pay costs incurred up to a maximum of £100 to open the vehicle, without causing any further damage to the Rental Vehicle.</p> <p>The Rental Company must approve the locksmith and the Assistance Company is to approve this course of action prior to a locksmith being called out. All receipts are to be retained and presented by the named insured to the Assistance Company for the reimbursement to be approved.</p> <p>Failure to follow these steps may void this cover.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▶ Any costs exceeding £100. ▶ Where the locksmith is not approved by the Rental Company, and where the course of action was not approved by the Assistance Company. ▶ Where receipts and invoices are not presented. <p>Also refer to General Exclusions</p>

Section 4 – Vehicle Key Replacement

What is insured	What is not insured
<p>We will pay You costs incurred up to a maximum of £300, for each and every claim, for replacing a lost or stolen Rental Vehicle key, including replacement locks and locksmith charges.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▶ Any amount exceeding £300 ▶ Where receipts and invoices are not presented. <p>Also refer to General Exclusions</p>

GENERAL CONDITIONS

The following conditions apply to all sections of this policy.

- 1) Keeping to the terms of Your policy.**
The cover provided by this policy only applies if **You** have met all the terms and conditions stated within this document.
- 2) Number of Rental Vehicles.**
Cover is provided for one **Rental Vehicle** at any one time which may be driven and operated by any of the **Insured Persons** as detailed on the **Vehicle Rental Agreement**. Cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the **Rental Company** assumes control of the **Rental Vehicle** whether at its business location or elsewhere.
- 3) Purchase of Policy.**
This policy must have been purchased and have commenced, either prior to or to coincide with, the commencement date of a **Vehicle Rental Agreement** for which **You** require this Cover to be operative.
- 4) Provision of Accurate Information.**
You must provide complete and accurate information to **Us** when **You** take out **Your** insurance policy and throughout the life of the policy. It is important **You** ensure that all statements **You** make or confirm during the course of requesting a quote and/or purchasing an insurance policy, together with statements made in any claims forms, and other documentation are full and accurate. Please note that if **You** fail to disclose any material information or change of circumstances to **Us**, this could invalidate **Your** insurance cover and could mean that part or all of a claim may not be paid.
- 5) If You have a Claim.**

 - a. The Claims Department must be notified of any accident, proceeding or other event which may give rise to a claim within 31 days of the incident.
 - b. **You** must co-operate with **Us** at all times and give **Us** all the information and help **We** request;
 - c. **You** must provide **Us** with the records and documents **We** request;
 - d. **You** must not admit liability, negotiate or refuse any claim without **Our** written consent;
 - e. **We** are entitled to the control and settlement of all proceedings arising out of or in connection with **Your** claim;
 - f. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the **Rental Company** or its insurers.
 - g. Expenses reimbursed by **Your** employers insurer will not be paid;
 - h. **We** will not reimburse charges made by **Your** credit card company.
- 6) Other Insurance.**
Losses will not be paid in respect of any property, damages or expenses more specifically insured or any claim which but for the existence of this Insurance should be recoverable under any other Insurance.
- 7) Proceedings to make a recovery.**
We may take proceedings in **Your** name 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**, and the **Insured Person** shall co-operate and provide all reasonable assistance as necessary to **Us**.
- 8) How to cancel Your policy.**
Your policy contains a "cooling-off" period of 14 days. If **You** find this policy does not meet with **Your** needs and **You** do not want to proceed with the purchase of this policy, **You** have the right to cancel the policy within 14 days of the date of purchase. **Your** policy must be cancelled prior to the commencement date and **Your** premium will be refunded as long as **You** have not rented a vehicle and do not intend to make a claim. **You** must e-mail, telephone or write to **Us** within 14 days of the purchase date and prior to the commencement date of the **Vehicle Rental Agreement**.
- 9) Our Cancellation Rights.**
We may cancel **Your** policy at any time by giving **You** 7 days' written notice to the last known e-mail address (or mailing address if **You** do not have an e-mail address) provided by **You**. **We** will give **You** a proportionate refund of any premiums paid for the insurance cover remaining, providing **You** have not made any claim during the period of insurance cover.
- 10) Jurisdiction and Law.**
This policy shall be governed by, and construed in accordance with, the laws of England and Wales whose courts alone shall have jurisdiction in any dispute arising under this insurance.
- 11) Driving Licence.**
All **Insured Persons** must hold a valid driving licence, or hold a full internationally recognised licence.
- 12) Settling Disagreements.**
If **We** have agreed to a pay a claim but disagree over the amount to be paid or any other dispute regarding this insurance policy, the matter will be referred to an arbitrator who **We** have both agreed to. **You** cannot take legal action until the arbitrator has made a decision.
- 13) Care of Vehicle.**
You must take all reasonable steps to protect the **Rental Vehicle** against loss and damage.

GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance policy, and apply in addition to “What is not Insured” within each policy section.

Your insurance does NOT cover any liability arising directly or indirectly from any of the following:

- 1) **Fraudulent/Dishonest/Criminal Acts.**
Any fraudulent, dishonest or criminal act committed by **You** the **Insured Person** or anyone with whom they are in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated;
- 2) **Violation of Rental Agreement Terms.**
From the use of the **Rental Vehicle** in violation of the terms of the **Vehicle Rental Agreement**;
- 3) **Period of Insurance.** This policy only applies during the period of the **Vehicle Rental Agreement**. This policy is void if the dates of cover for this policy and the **Vehicle Rental Agreement** do not coincide. No policy cannot be issued retrospectively. This policy will not exceed 56 days from the start of the **Vehicle Rental Agreement**, subject the relevant premium being paid.
- 4) **Unacceptable/Unauthorised Drivers.**
Through driving by persons who are aged less than 21 years and over 84 years, and persons not named as authorised drivers on the **Vehicle Rental Agreement**, and by persons who do not have a valid driving licence;
- 5) **Unacceptable Vehicles.** From the rental of vehicles where the value of the vehicle exceeds £65,000 or vehicles which are more than 20 years old, or the rental of ‘antique, expensive or exotic’ vehicles not considered to be conventional and usual.
- 6) **Unacceptable Vehicle Types.** For the rental of vehicles not licensed for road use, and other vehicles types, including but not limited to trailers, caravans, camper vans, commercial vehicles, vans, loan or courtesy vehicles, trucks, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, motor homes, passenger vans and vehicles with more than 15 seats.
- 7) **Competition and Performance Driving.**
Out of the use of any **Rental Vehicle** in racing competitions, rallying, trials, rallies or speed testing, or when driven on a motor sport circuit.
- 8) **Injury, Illness, Drink/Drugs.** From self-inflicted injury or illness, alcoholism or the use of 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 or self-exposure to needless peril except in an attempt to save human life).
- 9) **Alcohol Limit.** The **Insured Person** driving any kind of vehicle while the alcohol level in their blood is higher than the legal limit of the country where the incident occurs.
- 10) **Radioactivity/Nuclear/Pollution.** From the loss or damage to any property or any liability, loss or exposure resulting or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel; or
 - b. the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
 - c. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
- 11) **War and Hostilities.** From loss or damage caused by war (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 12) **Other Insurance.** The amount of the indemnity **You** are entitled to claim from any other insurance whether or not the insurer refuses the claim or fails to settle for any reason whatsoever;
- 13) **Rental Vehicles Contents.** From any loss or damage to the **Rental Vehicle's** contents;
- 14) **Fines, Penalties etc.** From fines, penalties, exemplary or punitive damages or any other type or kind of judgement or award which does not compensate the party benefiting from the award or judgement for any actual loss or damage sustained;
- 15) **Workers Compensation Act.** Out of any obligation for which **You** may be held liable under any Workers Compensation Act, disability benefits or unemployment law or any similar law;
- 16) **Property in Your Control.** From any loss or damage to material property transported by **You** or in **Your** care, custody or control.
- 17) **Wear and Tear.** Out of wear and tear, gradual deterioration, insect or vermin, inherent vice.
- 18) **Off Road.** Out of losses occurring from driving whilst not on a Public Motorway.
- 19) **Mechanical Breakdown & Incorrect Fuel.** From loss or damage to the **Rental Vehicle** as a result mechanical breakdown or as a result of the fuel tank being filled with the incorrect fuel type.
- 20) **Payment of Premium.** Where the full premium or any additional premium have not been paid by **You**.
- 21) **Illegal Transport.** From loss or damage whilst carrying illegal goods in the Rental Vehicle or whilst transporting contraband.

COMPLAINTS PROCEDURE

Halo Insurance Services Limited and Service Insurance Company Limited aim to provide a service that will cause no cause for complaint. However if **You** are dissatisfied with the service **We** have provided please write to The Complaints Department, Halo Insurance Services Limited, 8 The Square, Stockley Park, Heathrow, Uxbridge, UB11 1FW UNITED KINGDOM, quoting **Your** policy number or claim reference number and give us full details of **Your** complaint.

Halo Insurance Services Limited are authorised to issue a final response to **Your** complaint but where appropriate, the final response may be issued by **Your** insurer, **Service Insurance Company Limited**.

Should **You** remain dissatisfied having received a final response, **You** may be able to take **Your** complaint to the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation scheme (FSCS).

You may be entitled to compensation from this scheme if **We** cannot meet **Our** financial obligations. For claims against insurers, 90% of the claim is covered. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by contacting the FSCS on telephone number 020 7892 7300.

CONFIDENTIALITY AND DATA PROTECTION

All information about **You** of a sensitive or personal nature will be treated as private and confidential. **We** will however use and disclose the information we have about **You** in the course of arranging, placing and administering **Your** insurance. This may involve passing information about **You** to insurers, other intermediaries and other third parties involved (directly or indirectly) in **Your** insurance

We may also pass information about **You** to other companies which are in or are associated with **Our** group. **We** or they may also use the information **We** hold about **You** to provide **You** with information on other products and services

We or they can offer and which we or they feel may be of interest to **You**. If **You** do not wish to receive marketing information from **Us** or them, please contact **Us** immediately.

INFORMATION ABOUT YOUR INSURANCE PROVIDERS

easyCar (UK) Limited

is an appointed representative of Halo Insurance Services Limited who are authorised and regulated by the Financial Services Authority. easyCar.com and easyVan.com are registered trading names of easyCar (UK) Limited.

Halo Insurance Services Limited registered office: Suite 1, 56 Gloucester Road, London, SW7 4UB and is registered in England number 6929208.

Authorised and regulated by the Financial Services Authority Ref. No. 504629 for the sale and administration of general insurance products in the United Kingdom and throughout the European Economic Area (EEA).

Halo Insurance Services Limited acts as Administrators for the Insurer, **Service Insurance Company Limited**.

Service Insurance Company Limited.

Whose registered office is at First Floor, P.O.Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Service Insurance Company Limited is licensed by the Chief Executive of the Gibraltar Financial Services Commission under the Insurance Companies Act to carry on insurance business.

Registered in Gibraltar: No 93541.

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