

Full Protection

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Full Protection

To be eligible for this coverage, you are required to have at least the most basic collision damage waiver ("CDW", "LDW" or similar basic protection package) offered by the car rental company. Rentals booked with our partner, Car Hire Partner typically include CDW.

While CDW covers basic body damage, it has a high excess that you need to pay if there's damage, even if you did not cause the damage. Full Protection covers those excess charges and their costly damage-related fees, and it covers certain types of damage that the rental companies exclude from CDW.

If your estimated costs exceed £3,000, please contact us at rentalcover.com/claim before you pay the rental company. In some cases we'll handle the transaction with the rental company to ensure you are treated fairly by them.

You can cancel at any time up until pickup for a refund. Visit rentalcover.com/account to get started.

Policy Wording

Your Coverage



You can cancel at any time up until pickup for a refund.



All drivers on the rental agreement are covered.



You are covered up to the full value of the rental vehicle.

This protection is designed to cover the various costs applied by the rental companies, namely the excess that's payable on damage, theft and the related fees when you rent a vehicle for a specified journey as outlined below.

You are covered when you are charged for...

- ✓ Damage to the rental vehicle's bodywork.
- ✓ Theft or vandalism of the rental vehicle.
- ✓ Damage to windscreens and external mirrors, glass and lights.
- ✓ Damage to wheels and tyres including punctures, fittings, replacements, and repairs.
- ✓ Damage to the underbody of the vehicle.
- ✓ Key loss or replacement or lock out: Covers call out fees, replacement of lost, damaged or stolen car keys, key programming and key delivery.
- ✓ Damage caused by natural weather events.

You are also covered for...

- ✓ Towing and roadside assistance fees: You are covered for towing or roadside assistance costs including call out fees following physical loss or damage to or breakdown of the rental vehicle.
- ✓ Administration fees: Includes Administration fees or anything similar that are charged for processing damage claims (also called handling fees, carriage fees, postal fees, accident fees). This does not include fees applied by your credit card company for processing or costs incurred for any other reason.
- ✓ Drop off/relocation of damaged vehicle fees: Includes drop off/relocation costs of your rental vehicle if there's a breakdown.
- ✓ Loss of use/demurrage fees: Includes fees charged to you by the rental company for loss of use while the vehicle is being repaired.

If we think any fees from the rental company are unreasonable, we may refer the claim to the dispute process outlined in Special Conditions.

You are not covered...

- 1. For anything covered under the CDW coverage that you must buy from the rental company.
- **2.** Where you breach a condition of this protection for example, failing to purchase one of the rental company's CDW coverage options.
- **3.** Where you or another driver on the rental agreement breach any term of the vehicle rental agreement.
- **4.** Where you or another driver on the rental agreement contravene driving rules or laws in any local jurisdiction during the specified journey.
- **5.** Where you have given a false or misleading statement or you have engaged in fraudulent conduct. We reserve the right to cancel the cover and recover any claims that we have paid to you based on any fraudulent conduct.
- **6.** Where you have not provided the necessary documents that we have reasonably requested during the claims process which means we cannot verify whether your claim comes within these terms and conditions.
- 7. Where you paid the rental company in cash and have insufficient evidence for that payment appropriate evidence would include ATM/cash withdrawal receipt, bank statement, or credit card statement.
- **8.** For transaction costs applied by your credit card including international card and foreign exchange fees.
- 9. Where the event for which you are making a claim occurred before this protection was purchased.
- 10. Where you incur costs resulting from using incorrect fuel in your rental vehicle.
- 11. Where you incur costs from breakdown (except for towing and roadside assistance).
- 12. Where you did not notify police of damage, theft or other events and this was required by the terms of your rental agreement. We recommend that you understand the local requirements for notifying authorities before picking up your vehicle.
- **13.** Where you are liable for injuries to passengers, other drivers or any other party.
- 14. Where you are liable for damage to the property of passengers, other drivers or any other party.
- **15.** Where you have driven the rental vehicle off-road or on an unsealed road, except for unsealed roads which you are required to use to access your accommodation venue.
- **16.** Where your rental vehicle is being used for deliveries or similar commercial purposes.
- **17.** Where your rental vehicle does not meet the definition of rental vehicle in these terms and conditions.
- 18. Where your rental vehicle requires a non-standard driver's licence in your region/s of travel.
- 19. Where you have admitted you are "at fault" in relation to an accident or collision. This means you have, without our prior written consent, compromised our ability to recover any Loss from the other driver. If you are an "at fault" driver, you should always inform the other driver that you will contact us. You should not accept responsibility for the incident by signing or agreeing to anything relating to the incident without first telling us.
- 20. The rental company is not appropriately licenced or authorised to rent vehicles.
- 21. For any claims arising from:

- terrorism, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power.
- the order of any government or customs officials.
- ionising radiation or contamination by radioactivity contamination from any irradiated nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

Special Conditions

In the event that you make a claim, you agree to provide documentation showing that your rental agreement includes CDW coverage.

Subrogation

You agree that, if we pay your claim, in addition to any common law and equitable rights of subrogation that we may have:

- 1. We assume all of your rights of recovery for Loss and you agree that we may, at our discretion:
 - (a) bring legal action in your name to enforce these rights; and
 - (b) request any payment through that enforcement to be paid directly to our bank account of choice; and
 - (c) agree to terms to settle the claim without further notice to you or approval from you.
- 2. If you're eligible for a future reimbursement by the rental company or another third party (for instance from the "at fault" driver), you agree that we're entitled to those proceeds.
- **3.** You'll provide us with reasonable assistance to recover these amounts and/or settle claims (including the provision of documents and affidavits or witness statements or signing a settlement agreement).

You continue to have the right to make a recovery for Loss or damage which is not covered by this insurance, where you have a legal right of compensation or recovery against someone who caused that Loss or damage.

Disputed charges from the rental company

If you paid for your rental vehicle with a credit card, and if you or our claims team thinks that the rental company's charges are inconsistent or unfair, we will discuss with you the process for recovering the charges through your credit card issuer ("dispute process")This is a quick process with a high likelihood of success. Examples of where we may invoke this dispute process include, but are not limited to, exaggerated repair estimates or costs, or any costs that you are not responsible for and charges for third party damage for which you are not liable which might relate to the rental vehicle interior, breakdown, wear and tear and pre-existing damage, or other damage. We may not cover any payments you make to the rental company when there is insufficient evidence that the rental company has incurred the Loss (i.e. the rental company claims against you without documentary proof that it has incurred Loss and you pay that amount).

If you are unsuccessful in recovering these charges, or did not pay for your rental vehicle with a credit card, we will process your claim under the terms of this protection.

Coverage through other means (also see Dual Cover below)

If you are covered by another insurance for the same benefits as those listed here, including but not limited to free credit card travel cover or personal auto insurance we may request that you provide details of that insurance including the name of the insurance issuer at the time of lodging your claim.

Currency calculations and fees

Claims are calculated based on the currency that was originally charged by the rental company (this is the "currency of loss"). Our claims calculation does not include international card or other fees for foreign exchange conversions applied by your credit card issuer. Our claims process allows you to convert your approved claim amount from the original currency of loss to your preferred currency using a retail exchange rate.

Incidents involving another vehicle

In cases where another vehicle (a "third party") has been involved in an accident, and details of that vehicle and/or its driver are available, we require that information to be provided to us during the claim process. We may also confirm with the rental company that they have received those details. Rental companies will often charge you an amount up to the excess and reimburse you if you are deemed to be "not at fault" as a result of an investigation between the insurers of each driver. We will assist you to help ensure you're expediently reimbursed.

If we pay out a claim before the completion of any investigation, as noted above under 'Subrogation', we reserve the right to recover the reimbursable funds in your name.

General conditions

This protection is subject to the following conditions:

- 1. You are between the ages of 19 and 99 years;
- 2. Your name must be on the rental agreement and it must be signed by yourself.
- 3. The rental agreement must include any additional drivers.
- **4.** You must not have breached any terms of the rental agreement.
- 5. Coverage is limited to one rental vehicle per rental agreement for the duration of coverage, except if your rental vehicle has been replaced by the rental company. Each time that you sign a new rental agreement you will need to add protection.
- **6.** You must take reasonable care to protect the rental vehicle and avoid an accident or collision which may cause damage.
- 7. You have purchased at least the most basic CDW coverage offered by the rental company.
- 8. You must have only used the rental vehicle on the specified journey.

Making a claim

Visit rentalcover.com/claim to start the claim process. To ensure you are treated fairly by the rental company, if the charges are likely to exceed £3,000, please notify us via the claim form before you pay the rental company.

You will need photos or scans of these documents:

- **1.** Your rental agreement from the rental company.
- 2. Your driver's licence.
- **3.** Bank statement showing your payment for the damage.
- 4. Final invoice from the rental company (available when the damage costs are settled this may

differ from your initial invoice).

- 5. We may also request that you provide an invoice showing the repair cost for damages.
- 6. Proof of ownership, the cost of repair or police report, if applicable.
- 7. All correspondence with the rental company.
- 8. Other documents as requested by your claims officer including any CDW terms and conditions or alternative coverage or insurance that may apply.

Fraud, misrepresentation and non-disclosure

You acknowledge and agree that you have a duty to take reasonable care not to make a misrepresentation when purchasing or making a claim. We reserve the right to cancel your protection for any reason, including but not limited to any form of misrepresentation or non-disclosure (examples include forging documents or deliberately damaging your property). We can also reject claims and take legal action to recover any funds that have been paid based on any misrepresentation. We may retain the premium and refer matters to local authorities.

Cancellation and refunds

To cancel your protection please log in to your Rentalcover.com account.

Your protection can be cancelled up to the time of pickup. If it is your first time logging in to Rentalcover.com, you will receive an email asking you to confirm your email address. Click the link in this email to finalise your account setup.

Cancellation by us

For reasons such as technical errors and sanctions we may occasionally cancel your protection. You will receive an email notification and a refund.

Definitions

Any word defined below will have the same meaning throughout:

Accident or collision	a sudden, unexpected e	event caused by somet	thing external which results
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directly in Loss or Damage.

Atlas Asservo/Insurer Atlas Insurance PCC Limited transacting in respect of its Asservo Cell, a

protected cell of Atlas Insurance PCC Limited.

Atlas Insurance PCC

Atlas Insurance PCC Limited is a cell company registered in Malta under Limited/Atlas company registration number C5601 with registered offices at 48-50 Ta'

Xbiex Seafront, Ta' Xbiex XBX1021, Malta.

Administration fees means fees or anything similar that are charged to you by the rental

> company for processing damage claims (also called handling fees, carriage fees, postal fees, accident fees). Administration fees do not include fees applied by your credit card company for processing or costs

incurred for any other reason.

"At fault" means one of the drivers involved in an accident or collision is deemed

to be responsible for damage after an investigation between the

insurers of each driver.

Breakdown means mechanical or electronic breakdowns, failures or breakages to

the rental vehicle.

means the rental vehicle's frame, including windows, windscreen, tyres **Bodywork**

and wheels, external lights, the underbody or the roof.

Call out fee means a roadside assistance charge from a service provider to attend to

a vehicle breakdown.

CDW means Collision or Loss Damage Waiver (CDW or LDW) or similar

insurance offered by the rental company to limit your liability for

damage during the term of the rental agreement.

Cellular assets means the financial assets of a protected cell within a protected cell

company in accordance with the Protected Cell Regulations.

Certificate means a validation certificate issued by RentalCover.com that describes

who's covered under this protection. This is provided along with the email or invoice which confirms the cover has been issued to you.

Conditions mean the general eligibility requirements that you must meet in order

to be covered by this protection.

Currency of loss means the currency that was used by the rental company for the

damage charges that were charged to you.

Damage means physical harm to the rental vehicle that impairs its value,

usefulness or normal function.

Drop off/relocation fees means fees charged to you by the rental company for any drop

off/relocation costs of your rental vehicle if the rental vehicle is damaged

or there's a breakdown.

Excess means the amount paid - or payable - by you to the rental company, if

there's damage or theft.

Full value means the market value of the rental car at the time of your claim, up to

a maximum market value of £60,000. This is the maximum amount that

we pay in the event of a claim.

Key loss or replacement or

lock out

means call out fees, replacement of lost, damaged or stolen car keys, key programming and key delivery charged to you by the rental company.

Loss means the amounts charged to you by the rental company which is

covered by this protection.

Loss of use/demurrage fees means fees charged to you by the rental company for loss of use of the

rental vehicle while it is being repaired.

Natural weather event means an event caused by natural forces, including but not limited to

wind, hail, fire, flood, earthquake, explosion, tsunami, volcanic eruption,

landslide, avalanche, hurricane, cyclone or storm.

"Not at fault" means that one of the drivers involved in an accident or collision is not

deemed to be responsible for damage after an investigation between

the insurers of each driver.

Non-cellular assets means the financial assets of a protected cell company that aren't

related to any of its protected cells.

Off-road means any area that is not a sealed road. It includes, but is not limited to,

tracks, rivers, tidal crossings, sand, flood waters, unformed roads, fire trails, rivers, dams, streams, rocks, beaches, creek beds, fields and

paddocks.

Period of protection means the time and date you pick up the rental vehicle at the start of

your specified journey until the time and date you drop off the rental vehicle at the end of your specified journey as stated in your Certificate.

Protection or protection plan means this document and the associated certificate and invoice.

Protected cell company means a single entity in accordance with the Protected Cells

Regulations. The company may create one or more protected cells

which have distinct ownership and operations from the company's core. The cells are legally separated from each other and the core in terms of

their assets and liabilities.

Protection cell regulations means The Companies Act (Cell Companies Carrying on Business of

Insurance) Regulations – S.L. 386.10 of the Laws of Malta.

Rental agreement means the contract between you and a rental company with respect to

the provision of a rental vehicle for a specified journey that contains your

signature confirming you agree to its terms.

Rental company means a commercial operation that is in the business of renting out

vehicles and that is fully licensed, where applicable, by the regulatory authority of that country, state or local authority including online "share"

or "peer to peer" websites, loan cars from a licensed mechanic or

accident replacement vehicles.

RentalCover.com means the trading name of Cover Genius Ltd, who, on behalf of Atlas

Asservo, is the issuer and claims service provider of this protection plan.

Rental vehicle means cars and standard vehicles (including SUVs, wagons and 4x4s)

that don't need special licences and aren't for commercial or off-road use, rented from an authorised rental company at the time the rental contract is entered into. This includes mechanic loan cars and accident replacement cars. Vehicles which are not rental vehicles include, but are not limited to, a truck/lorry, van, bus, special cars, motorcycle, scooter,

moped, motorhome, RV, campervan.

Special cars are high-performance sports vehicles, racing cars, luxury vehicles,

supercars, exotic cars, street cars, vintage cars and hypercars which are

marketed similarly and whose replacement value exceeds

GB£60,000.00 or equivalent.

Specified journey means the trip taken or to be taken in the rental vehicle from your pick-

up date to your drop-off date in accordance with your rental agreement.

Towing and roadside assistance fees

means call out fees following damage to or breakdown of the rental

vehicle.

Theft means a rental vehicle that has been stolen or removed to either a

known or unknown location without your permission.

Unsealed road means a road that is not sealed. It includes roads that are not dressed in

a hard material such as tar, bitumen or concrete.

Vandalism means a rental vehicle that has been damaged intentionally by

someone known or unknown to you.

You/your means the person named on the certificate and any other person who

drives the same rental vehicle and is listed on the same rental

agreement.

We/us/our means RentalCover.com a trading name of Cover Genius Ltd.

Important information

Dual cover

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same Loss, damage, expense or liability we will not pay more than our proportional share.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover,

payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Protection plan issuer

This protection plan is provided by RentalCover.com, a trading name of Cover Genius Ltd whose registered office is C/O Work.Life Old Street, Rivington House, 82 Great Eastern St, London, England, EC2A 3JF. Cover Genius Ltd is a company registered in England and Wales under Company No 09408621. Cover Genius Ltd is a firm authorised and regulated by the Financial Conduct Authority (FRN: 750711).

If you purchase a protection plan from Cover Genius, the company charges a fee which is in addition to your premium.

This protection plan is underwritten by Atlas Insurance PCC Ltd (Atlas) transacting on behalf of its Asservo Malta Cell. Atlas is a protected cell company incorporated in Malta under company registration number C 5601 and is authorised under the Insurance Business Act 1998 (Chapter 403 of the Laws of Malta) to carry on general insurance business and is regulated by the Malta Financial Services Authority. Atlas is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of the Insurer's regulation by the Prudential Regulation Authority are available from Atlas on request. Atlas is a member of the UK's Financial Services Compensation Scheme.

Cell Limitation Clause

Atlas may create one or more cells for the purposes of segregating and protecting cellular assets. The assets of Asservo Cell are thus protected from the liabilities of the other cells and from those of Atlas' core.

You agree:

- You can only make a claim under this protection plan; and
- That we'll settle any rights, entitlements, or claims you make from time to time under this protection out of the Asservo Cell's assets available for claims settlement at the time your claim is notified; and
- That only in the event that Asservo Cell's assets are exhausted may Atlas' non-cellular assets be secondarily used to meet losses incurred by Asservo Cell; and
- That no recourse may be made against the assets of any other protected cell of Atlas.

By entering into this protection plan, you acknowledge and agree that this protection plan is being entered into with Asservo Cell and that you're aware of the PCC Regulations (see Protection Plan Issuer), which apply to Atlas and Asservo Cell. Further, you accept and agree that this clause of the protection plan is governed by Maltese law, and any disputes in connection with it are subject to Maltese jurisdiction. You warrant that, under applicable law, you are permitted to choose such law and forum to govern this clause of the protection plan. Your agreement to have this clause governed by Maltese law and subject to the jurisdiction of the Maltese Courts and your representation that it is permitted under applicable law to choose such law to govern this clause is a material reason why the insurer has agreed to enter into this protection plan.

For the purposes of this protection plan, Atlas is transacting in respect of its Asservo Cell, a cell created in terms of the PCC Regulations for the purposes of segregating and protecting cellular assets and owned by Cover Genius Holdings Pty Limited. The assets of the Asservo Cell are thus protected from the liabilities of the other cells and from those of Atlas' core. The non-cellular assets of Atlas may be used to meet losses incurred by the cells in excess of their assets. As the underwriter, Atlas is responsible for this protection document.

Third-party rights

Except where otherwise required by law, you and we have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this contract.
- you and we can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under this protection.

Data protection

Cover Genius Ltd and the insurer are each the controllers, as defined by the relevant data protection laws and regulations (independent of each other), of the personal information you provide in connection with this protection plan. This means that Cover Genius Ltd and the insurer are both responsible for how and why your personal information is collected, used and held, in line with data protection legislation.

In this notice, wherever we refer to 'we' or 'us', we means Cover Genius Ltd and the insurer. We fully accept the responsibility of protecting your privacy and keeping your personal information confidential and secure. In this notice, personal information means any information that identifies you, and which you have given us for the purpose of this protection plan.

Where this notice refers to you or your personal information, it includes any information that identifies another person whose information you have provided to us. We will assume that the person has appointed you to act for them. You agree to receive on the person's behalf any such notices from us.

Your personal information will be used to provide insurance services to you. By providing your personal information, you agree that it will be used by Cover Genius Ltd, the insurer, any trusted business partners, third parties and organisations that provide services on our behalf (which includes but is not limited to policy bundle representation, policy administration, customer service, handling and settling claims and managing and auditing our business). We may also pass your personal information to other insurers and regulatory and law-enforcement bodies to help prevent or detect fraud and financial crime, or if we have to do so by law. We will not give your personal information to third parties for marketing purposes.

If you ask us what personal information is held about you, we will give you a copy of the information as required by law. You will not have to pay for this. If you tell us that any of your personal information is incorrect, we will correct it as soon as possible.

You can withdraw your permission for us to process any of your personal information at any time, as long as we do not need to process the information in order to provide and manage the product or service that you have bought or registered for.

We may monitor or record your communications with us, or we may ask a reputable organisation to do this for us, to make sure that the level of service we provide is consistent and to help us manage your account. We will keep information about you only for as long as is appropriate. You can contact Cover Genius Ltd if you have questions about this protection plan or to exercise any of the rights you have under the General Data Protection Regulation (GDPR), including the right to ask for a copy of the personal information we hold about you (a subject access request) or to ask us to correct any of your information that is incorrect in our records. You can access Cover Genius Ltd's privacy policy at https://www.rentalcover.com/privacy.

Jurisdiction and law

Other than as specified under the Cell Limitation Clause, this protection plan shall be governed by and construed in accordance with the laws of the country in which you are resident, without prejudice to the provisions set out in Regulation (EC) 593/2008, and if the country where the risk is situated cannot be determined (for example, risks occurring in international waters), then the laws of England shall apply. Each of the parties that the protection plan applies to irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes which may arise out of or in connection with this protection plan or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Complaints/Disputes

Contact our friendly Rental Cover Complaints Team at any time. Include your reference number (ending with "INS") for a formal review of your claim. We will respond within 5 days. Click the button to send us an email.



If you do not agree with our final response or if we do not reply within eight weeks you may refer your case to the Financial Ombudsman Service (FOS): The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Tel: 0800 023 4567 UK Landline, Tel: 0300 123 9 123 UK Mobile, Email: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. Please note that you have six months from the date of our final response in which to refer your complaints to the FOS.

The Financial Ombudsman Service is an independent organization. The lodging of a complaint does not affect your right to institute proceedings in the competent court.

Financial Services Compensation Scheme (FSCS)

Atlas Asservo is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if it is unable to meet its obligations to you under this protection. If you are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this protection. Further information about FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1D.