



direct **car excess**
insurance by 

Family & Partner(s) Annual Multi-trip Policy Wording

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Introduction

Welcome to your Direct Car Excess Insurance policy

Please note: Terms shown in **bold** in this **policy** have the meanings given to them in the general definitions section on pages 12 to 15.

This **policy** document is only valid when issued in conjunction with a Direct Car Excess **policy schedule** and provided the required insurance **premium** has been paid.

The following cover is provided for each **insured person**. It is important that **you** refer to the individual sections of cover for full details of what **you** are entitled to should **you** need to make a claim.

The sections of cover included within **your policy** will depend upon the **geographical limits** for which **you** have purchased cover. These **geographical limits** will be shown on **your policy schedule**.

Table of Benefits for Europe Excess Cover

Section	Cover	Maximum Sum Insured	
		Per Claim (up to)	Per Period of Insurance
A	Accidental Damage, Theft & Loss of Use	£6,000	£7,000
B	Car Rental Keys	£500	£2,000
C	Baggage	£300	Unlimited
	Single Item Limit	per person £150	
D	Towing	£1,000	£1,500
E	Misfueling	£500	£1,000
F	Personal Accident		£40,000 per person
	Item 1 – Death	£20,000 per person	
	Item 2 – Permanent total disablement if 65 years of age or under Permanent total disablement if 66 years of age or over	£20,000 per person Nil	
	Item 3 – Quadriplegia	£40,000 per person	
	Item 4 – Paraplegia or Hemiplegia	£25,000 per person	
	Item 5 – Loss of limb a) two or more b) one	£20,000 £10,000 per person	
	Item 6 – Loss of sight a) both eyes b) one eye	£20,000 £10,000 per person	
	Item 7 – Loss of the entire spine (vertebral column) with no injury to the spinal cord	£6,000 per person	
	Item 8 – A permanent disability not otherwise provided for under benefits 5-7 above (see 'Non specified injuries' in Section F)	£20,000 per person	
	Item 9 – Hospitalisation benefit payable per week for a maximum of 10 consecutive weeks within 24 months from the date of bodily injury : – if 65 years of age or under – if 66 years of age or over	£100 per person per week £50 per person per week	
Item 10 – Coma benefit payable per week as an inpatient for a maximum of 26 continuous weeks within 24 months from the date of bodily injury	£100 per person per week		

Table of Benefits for Worldwide Excess Cover

Section	Cover	Maximum Sum Insured	
		Per Claim (up to)	Per Period of Insurance
A	Accidental Damage, Theft & Loss of Use	£6,000	£7,000
B	Car Rental Keys	£500	£2,000
C	Baggage	£300 per person	Unlimited
	Single Item Limit	£150	
D	Towing	£1,000	£1,500
E	Misfueling	£500	£1,000
F	Personal Accident		£40,000 per person
	Item 1 – Death	£20,000 per person	
	Item 2 – Permanent total disablement if 65 years of age or under Permanent total disablement if 66 years of age or over	£20,000 per person Nil	
	Item 3 – Quadriplegia	£40,000 per person	
	Item 4 – Paraplegia or Hemiplegia	£25,000 per person	
	Item 5 – Loss of limb a) two or more b) one	£20,000 £10,000 per person	
	Item 6 – Loss of sight a) both eyes b) one eye	£20,000 £10,000 per person	
	Item 7 – Loss of the entire spine (vertebral column) with no injury to the spinal cord	£6,000 per person	
	Item 8 – A permanent disability not otherwise provided for under benefits 5-7 above (see 'Non specified injuries' in Section F)	£20,000 per person	
	Item 9 – Hospitalisation benefit payable per week for a maximum of 10 consecutive weeks within 24 months from the date of bodily injury : – if 65 years of age or under – if 66 years of age or over	£100 per person per week £50 per person per week	
Item 10 – Coma benefit payable per week as an inpatient for a maximum of 26 continuous weeks within 24 months from the date of bodily injury	£100 per person per week		

General information about this insurance

Insurance provider

This insurance is underwritten by AIG Europe Limited which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (FRN 202628). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). AIG Europe Limited is registered in England under number 1486260. Registered office: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of British Insurers

This policy is sold and administered by Questor Insurance Services Ltd on behalf of AIG Europe Limited.

Questor Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority and is registered in England: company number 06201617. Registered address: Bryant House, Bryant Road, Rochester, Medway, ME2 3EW

Your Family & Partner(s) Annual Multi-trip car hire excess insurance

This **policy** wording along with **your policy schedule** and any appropriate **endorsements** detail and explain what **you** are covered for and what **you** are not covered for.

Different levels of cover may apply depending on whether **you** have bought a Europe Excess or Worldwide Excess policy. Please refer to the **Table of Benefits** on pages 3 and 4.

We have relied on the information provided to **us** by **you** or on **your** behalf in connection with **our** agreement to provide insurance to **you** and the agreement is based upon that information. For this contract to be valid, all the information given to **us** by **you**, or on **your** behalf, must be true, complete and up to date. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, **you** must tell **us** as soon as is reasonably possible, as this may affect **your policy** and **your** ability to claim under it.

Please read this **policy** wording to make sure that the cover meets **your** needs and please check the details outlined within **your policy schedule** and any applicable **endorsements** to make sure that the information shown is correct.

To help **us** prevent fraudulent claims, **we** store **your** personal details on computer and **we** may transfer them to a centralised system. **We** keep this information in line with the conditions of the Data Protection Act. Full details are provided on page 6, 'Data Protection - How **we** use Personal Information'.

Law and Jurisdiction

This **policy** will be governed by English law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us** before the commencement date.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

Economic Sanctions

AIG will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose AIG, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

Data Protection

How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** dependants). By providing Personal Information **you** give permission for its use as described below. If **you** provide Personal Information about another individual, **you** confirm that **you** are authorised to provide it for use as described below.

The types of Personal Information We may collect and why - Depending on **our** relationship with **you**, Personal Information collected may include: identification and contact information, payment card and bank account details, credit reference and scoring information, sensitive information about health or any medical conditions, and other Personal Information provided by **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of **our** business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside **your** country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact **us** by e-mail at: opt-out@aig.com or by writing to: Marketing Preference Team, Questor Insurance Services Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH, United Kingdom. If **you** opt-out **we** may still send **you** other important communications, e.g. communications relating to administration of **your** insurance **policy** or claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with **our** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to detect and prevent fraud or to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer - Due to the global nature of **our** business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in **your** country of residence.

Security and retention of Personal Information - Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about **our** use of Personal Information can be found in **our** full Privacy Policy at www.aig.co.uk/privacy-policy or **you** may request a copy using the contact details above.

Important things you need to know about your policy before you hire a car

Residency

The **policyholder** and all **insured persons** must have their main residence in the **United Kingdom** at the time **you** buy or renew this **policy**.

Residents of the Channel Islands and the Isle of Man must have their main residence in the Channel Islands or Isle of Man respectively.

Period of insurance

The duration for this policy is a year. Cover under all sections starts on the first day of the **period of insurance** as shown on **your policy schedule** and when the **rental car** has been collected and is in **your** possession. Cover cannot start if **you** have already collected **your rental car** before the commencement date of **your policy**.

Cover ends at the end of the **period of insurance** as shown on **your policy schedule** or when **you** return the **rental car** to the **car rental company** if earlier.

You are covered for an unlimited number of rentals within the **period of insurance** provided no single **car rental agreement** lasts longer than 62 days.

Cancellations and Refunds

The policyholder's right to cancel the policy within 14 days of purchase ("cancellation" period)

If this cover is not suitable for **you** and **you** want to cancel **your policy**, the **policyholder** must contact **us** by phoning **0333 323 0208**, emailing info@direct-carexcess.co.uk or by writing to **Direct Car Excess Insurance Customer Services Department, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH, United Kingdom** within 14 days of buying this **policy** or the date **you** receive **your policy** documents. In line with the conditions below **we** will refund the **premium** the **policyholder** has paid within 30 days of the date the **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy** within the 14-day cancellation period, the **policyholder** will not be entitled to a refund of the **premium**.

The policyholder's right to cancel the policy outside the 14-day cancellation period

If **you** decide this cover is no longer suitable for **you** and **you** want to cancel this **policy** after the 14 day cancellation period, the **policyholder** must contact **us** by phoning **0333 323 0208**, emailing info@direct-carexcess.co.uk or by writing to **Direct Car Excess Insurance Customer Services Department, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH, United Kingdom**. In line with the terms outlined below **we** will refund a proportion of the **premium** the **policyholder** has paid within 30 days of the date the **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have not collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy**, the **policyholder** will be entitled to a proportionate refund of the **premium** paid.

Our right to cancel the policy

We have the right to cancel this **policy** by giving at least 30 days notice in writing to the **policyholder** at their last known address where **we** have valid reasons for doing so. Valid reasons include but are not limited to:

- (a) any failure by the **policyholder** to pay the **premium**;
- (b) failure to comply with the General Conditions on page 16 of this **policy**. **We** may cancel where the failure is incapable of remedy or the **policyholder** fails to remedy within 14 days of receiving written notice from **us** requiring the **policyholder** to remedy the breach. If the **policyholder** pays the **premium** in advance on an annual basis, provided a claim has not been made during the **period of insurance**, the **policyholder** will receive a proportionate refund of the **premium** paid from the effective cancellation date following the expiry of the 30 days notice; and/or
- (c) where there is evidence of fraud.

Important

No person other than the **policyholder** and **us** has the right to cancel this **policy**.

It is the responsibility of the **policyholder** to notify any other **insured person** that the **policy** has been cancelled.

Age Limits

The **policyholder** and all **insured persons** must be between 21 and 85 years of age at the date of buying or renewing this **policy**.

Other age limits that apply to this **policy** relate to **Section F – Personal Accident** where cover for **permanent total disablement** is not available for any **insured person** aged 66 years and over at the time of the **accident**.

Further to this, **benefits** payable under item 9 – Hospitalisation on the **table of benefits** for any **insured person** aged 66 and over will be £50.00 per week; which represents 50% of the benefit that would be paid to someone under the age of 65.

Cover Options Available

This **policy** gives **you** cover for an unlimited number of rentals within the **period of insurance** provided no single **car rental agreement** lasts longer than 62 days.

Please note:

Cover cannot start if **you** have already collected **your rental car** before the commencement date of **your policy**.

If **you** hire a car for longer than 62 days on a single **car rental agreement**, **you** will not be entitled to cover after the 62nd day.

How to make a Claim

You must register a claim under all sections of this policy by contacting **us**:

Direct Car Excess Claims

The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG

Phone: 0345 850 9092

E-mail: excessclaims@aig.com

Please note

All claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim.

Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

In the event of a legal liability claim, **you** must not settle, reject, negotiate or agree to pay any claim without **our** written permission.

You can find our claim form and the list of documents required to support **your** claim on our website at www.direct-carexcess.co.uk. Alternatively, Direct Car Excess Claims are open Monday to Friday between 9:15am and 5pm. A claim form can be sent to **you** as soon as **you** tell **us** about **your** claim.

We will ask **you** to complete a claim form and to provide at **your** own expense all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required and notify you of these outstanding documents as soon as practical. If **we** do not receive the information **we** need, **we** may reject the claim.

Relevant information is likely to include, but not limited to:

1. A copy of the **car rental agreement**
2. A copy of the damage receipt (if separate from the **car rental agreement**)
3. If the incident by law requires the attendance of the police, **we** will require a copy of the police report. If a copy of the police report is not available, **we** will need the name of the Police Department investigating **your** incident and the specific police reference number assigned to **your** case.
4. **Your** copy of the **rental company's** damage report
5. Invoices, receipts or other documents confirming the amount **you** have paid in respect of the loss or damage for which the **rental company** holds **you** responsible
6. A copy of **your** credit card statement or other proof of payment showing payment of the damages claimed
7. A copy of **your** driving licence
8. For legal liability claims, all correspondence **you** may receive from the third party in addition to the documents listed at 1-7 above if applicable

In relation to a claim under Section F (Personal Accident):

In addition to the items listed above, relevant information that is typically required when submitting a claim under Section F of the **policy**, but not limited to, includes:

1. A copy of any medical reports from **your doctor, medical consultant or medical specialist** treating you for the **bodily injury(s) you** sustained as a direct result of **your accident**
2. A copy of **your** hospital discharge paperwork confirming the date **you** were admitted to hospital and the date **you** were discharged from hospital as a result of **your accident**
3. A copy of the death certificate (in the event the **insured person** has passed away due to an **accident**)
4. A copy of the Coroner's Report and their findings following an Inquest, if these are made available to **you** already. If these are not available, please provide the name of the Coroner investigating the death of the **insured person** and/or the date the Inquest will be held
5. A copy of the Grant of Probate, Letters of Administration or Power of Attorney if acting on behalf of an **insured person**

How to make a Complaint

We believe that **you** deserve to be treated in a courteous, fair and prompt manner. **Our** goal is to provide an excellent service to all of **our** customers. If there is an occasion when **you** feel let down then please let **us** know immediately providing **us** with as much information as possible to help **us** resolve **your** concerns.

The AIG Customer Relations Unit, which can be contacted as follows:

In writing: AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG
Telephone: 0800 012 1301 or +44 (0)20 8649 6666 (if calling from overseas)
E-mail: uk.customer.relations@aig.com
Online: <http://www.aig.co.uk/your-feedback>

We take all customer complaints seriously and **we** have established the following complaint procedure to resolve **your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving your complaint:

In the first instance **we** would encourage **you** to contact the department **you** are unhappy with. Members of staff are empowered to support **you** and will aim to resolve **your** concerns within three business days, following receipt of **your** complaint. A written summary resolution communication will be provided to **you** if the complaint is resolved to **your** satisfaction.

Step 2: If your complaint cannot be resolved within three business days:

We will send **you** an acknowledgement letter to explain **your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **you**, keep **you** informed of progress and provide one of the following within 8-weeks:

- A final response letter explaining the outcome of **our** investigation, the reason for it and the next steps; or
- A holding letter confirming when **we** anticipate **we** will have concluded **our** investigation.

Step 3: Referring to the Financial Ombudsman Service:

After receiving **our** final response or if **we** have been unable to conclude our investigation within 8 weeks, **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in **our** final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123
E-mail: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

The Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it first, or if **you** are:

- a business with more than 10 employees and a group annual turnover of more than €2 million; or
- a trustee of a trust with a net asset value of more than £1 million; or
- a charity with an annual income of more than £1 million.

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect **your** rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (Freephone) on 0800 678 1100 or 020 7741 4100.

General Definitions

Wherever the following words or phrases appear in the policy wording in **bold print** they will always have the meanings shown under them. Plural forms of the words defined have the same meaning as the singular form.

Accident

A sudden, unexpected, and specific event, external to the body which occurs at an identifiable place and time

Accidental damage

A sudden, unexpected and specific event occurring at a definable time and place causing physical damage to the insured **rental car** or any third party property not otherwise specifically excluded from this **policy**

Benefit

The amounts payable in the **table of benefits** shown on pages 3 and 4 of the **policy**

Bodily injury

Identifiable physical injury to **your** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease

Car rental agreement

The car rental contract for a period of no longer than 62 days signed by the lead named driver (who must be named on **your schedule**) that states the monetary amount which the lead named driver is responsible

Coma

The continuous unconscious state of a person and as diagnosed by **your doctor, medical consultant or medical specialist**

Commercial Vehicle

Any vehicle considered to be a commercial vehicle including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

Doctor

A registered medical practitioner who is not **you**, or related to **you**, or works for **you** who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practise medicine

Endorsement

Any terms and conditions additional to this **policy** and specified on **your schedule**

Geographical limits *:

One of the following areas will be shown on **your policy schedule**. This describes the area of the world which this **policy** provides cover for you to hire a car

- **Europe**
The continent of Europe, including the **United Kingdom** and all countries west of the Ural Mountains, islands in the Mediterranean, the Canary Islands, Madeira, Turkey, the Azores and Iceland, but not including Egypt, Israel, Morocco and Tunisia.
- **Worldwide**
Anywhere in the world* apart from Cuba, Iran, North Korea, Region of Crimea, Sudan and Syria.

* **Please Note** – No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the **car rental agreement** commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel

Gradually operating cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident**

Hemiplegia

The permanent and total paralysis of an **upper limb** and **lower limb** on one side of the body

Hospital

An institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, a retirement home or convalescent home or an extended-care facility

Hospitalisation

Admission to a **hospital** as an **inpatient** and for a period of at least 24 consecutive hours in a row

Inpatient

A person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of **bodily injury** solely due to an **accident**

Insured person

The **policyholder**, additional family members who have been named on **your schedule** and who must be the lead driver when travelling independently from the **policyholder**, and any additional persons who have been named on the **car rental agreement** for the particular trip, provided that all such persons are legally licensed to operate and drive the **rental car** and aged between 21 and 85 years old

Loss

Permanent, total and irrecoverable loss of use or the permanent and total loss by physical severance, resulting in separation

Loss of limb

In the case of a leg or **lower limb**:

- a) **loss** by permanent amputation of the entire leg or entire foot; or
- b) permanent, total and irrecoverable **loss** of use of a complete foot or leg

In the case of an arm or **upper limb**:

- a) **loss** by permanent amputation of the entire arm or the entire hand (four fingers and the thumb); or
- b) permanent, total and irrecoverable **loss** of use of a complete arm or hand

Loss of sight

Permanent, total and irrecoverable **loss** of sight:

- a) in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet)

Lower Limb

The thigh, knee, leg below the knee, ankle and foot combined

Medical consultant

A **doctor** or other medical specialist who either holds a full-time NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EU Medical Directives (or foreign equivalents) or other similarly recognised body.

Medical specialist

A person who is not **you**, or related to **you**, or works for **you**, who currently holds a recognised qualification and all required accreditation to practise in a specific medical field in the **United Kingdom**, including, but not limited to, audiology or optometry, from a recognised body registered in the **United Kingdom** (or foreign equivalent)

Operative time

Whilst **you** are driving, seated as a passenger, getting in and out of, loading or unloading, carrying out emergency roadside repairs to and re-fuelling **your rental car** during the **period of insurance** and within the **geographical limits of cover**

Paraplegia

The permanent and total paralysis of both **lower limbs**, bladder and rectum

Period of insurance

The period specified on **your schedule**

Permanent disability

A disability which is permanent, total and irrecoverable, as specifically listed in items 2-8 in **your table of benefits**

Permanent total disablement

For an **insured person** who is in employment for which they receive regular income at the date of the **accident**, the inability of the **insured person** to continue in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life. For an **insured person** who is not in employment for which they receive regular income at the date of the **accident**, the inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of their life

Personal effects

Items normally worn, used or carried by the **insured person** in daily life, but not money, credit cards, gift cards, vouchers, stamps or items held or used for business purposes

Policy

This insurance document setting out the terms and conditions of the insurance which together with **your schedule** forms **your** legal contract of insurance

Policyholder

The person who applied and paid for this **policy** who is shown on **your schedule** and named as the lead driver on the **car rental agreement**

Premium

The amount the **policyholder** agrees to pay **us** in return for the entitlements and benefits under this **policy** as stated on **your schedule**

Quadriplegia

The permanent and total paralysis of both **upper limbs** and both **lower limbs**

Rental car

Any car, except any vehicle excluded under clause 4 of the General Exclusions, rented under the **car rental agreement** on a daily or weekly basis from a **rental company**

Rental Company

A car rental company or agency, which must be fully licensed with the regulatory authority of the country, state or local authority in which the car rental company or agency operates

Schedule

The schedule issued to **you** and any **endorsement** attaching to it

Table of benefits

The part of this document that describes how much **we** will pay for the type of claim made by **you**

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

Upper Limb

The arm below the shoulder, the elbow, forearm, wrist and hand combined

You/Your
The insured person(s)

War
Military action, either between nations or resulting from civil war or revolution

We/Us/Our
AIG Europe Limited

General Conditions

The following conditions apply to all sections of this insurance.

1. When completing an application for this **policy**, or to vary or renew this **policy**, **you** must take reasonable care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. This information **you** provide to **us** may affect **our** ability to renew, or vary **your** coverage under this policy or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell **us** as soon as is possible as this may affect **your** policy and **your** ability to claim under it.
2. To receive cover under this **policy**, an **insured person** who is named on **your policy schedule** must be named as the lead driver on the **car rental agreement** when travelling independently from the **policyholder**.
3. This **policy** is non-transferable or assignable unless agreed by **us** in writing.
4. **You** must take all reasonable precautions to protect the **rental car** against loss and shall use the **rental car** in accordance with the **car rental agreement** terms and conditions.
5. The **benefits** detailed in this **policy** are only payable to **you** or **your** legal representative and any claim may only be presented by **you** or **your** legal representative.
6. Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **policyholder's** application for this **policy** or in connection with a claim will make this **policy** invalid. In this event, **we** will not refund any **premium** and **we** will not consider for payment any claims which have not already been submitted to **us**. Where claims have been made by **insured persons** (other than the **policyholder**) under this **policy**, but remain unpaid, prior to the discovery of the fraud, deliberate dishonesty or deliberate hiding of information where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.
7. Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this **policy** invalid so far as it concerns cover for that **insured person**. If this happens, the **insured person** will lose any **benefit** due to them.
8. If any claim is found to be fraudulent, or if **you** give misleading information when making a claim, the claim may be declined in part or in full and **you** shall forfeit all entitlements and **benefits** under this **policy**. No refund of **premium** will be allowed and **we** may inform the police, government or other regulatory bodies in these circumstances.
9. In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** legal right to pursue that third party. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay any costs or expenses involved in exercising **our** right against such third party.
10. All claims must be notified as soon as is reasonably possible after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in **you** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.
11. Only **you** (or **your** executor or personal representative in the event of **your** death) and **us** may enforce the terms of this **policy** and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

General Exclusions

General exclusions apply to all sections of this **policy**. In addition to these general exclusions, please also refer to 'What **you** are not covered for' under each **policy** section as this sets out further exclusions which apply to certain sections.

We will not cover the following:

1. Any claim where the required **premium** has not been paid in full
2. Any claim incurred outside of the **period of insurance**
3. Any claim incurred by drivers:
 - (i) who are not named on the **car rental agreement**
 - (ii) who are under 21 years of age or over 85 years of age
 - (iii) who do not hold a full Driving Licence issued in the **UK**, European Economic Area (EEA) or Switzerland which is valid in the country of hire
 - (iv) whose main residence is located outside the **UK**
4. Any claim arising from the rental of:
 - (i) any vehicle other than the **rental car** (as specified on the **car rental agreement**)
 - (ii) motor homes, camper vans, trailers or caravans, trucks, **commercial vehicles**, goods carrying vans, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles and passenger vans and vehicles with more than 9 seats
 - (iii) any vehicle which has a retail value when new in excess of £60,000 and/or has a 0-62mph (0-100kph) time of less than 7.5 seconds
 - (iv) any vehicle which is over 20 years old
5. Any claim arising from **you** being involved in any deliberate, malicious or reckless act
6. Any claim arising from the operation of the **rental car** in violation of the terms of the **car rental agreement**
7. Any claim arising whilst driving in violation of the road laws of the country of hire
8. Any claim occurring while driving off-road other than on a properly maintained private road
9. Travelling in a **rental car** without a current and valid test certificate, a **rental car** in an un-roadworthy condition at the time of the **accident** or where there is no motor insurance covering the **rental car**
10. Any claim arising where the **rental car** is used in, or training for, racing competitions, trials, rallies or speed testing
11. Any claim arising out of driving as **your** occupation or profession or rentals for business use or commuting to and from **your** place of work;
12. Damage to the **rental car's** interior unless the damage is as a result of an accidental collision, fire, theft or vandalism
13. Any claim arising from wear and tear, gradual deterioration, insect or vermin, hidden defect or inherent damage of the **rental car**
14. Any claim as a result of mechanical or electrical breakdown, other than towing costs
15. Claims where the claims notification has not been made by **you** as soon as reasonably practicable after the event which causes **you** to submit a claim (see pages 8 to 9 for How to make a Claim)

16. Any claim arising from:
- deliberately self-inflicted injury or illness,
 - the **insured person** who is in charge of the **rental car** and under the influence of, or being affected by a drug(s) or use of drugs other than in accordance with the manufacturer's instruction or as prescribed and directed by a registered **doctor** at the time the **accident** occurs,
 - the **insured person** who is in charge of the **rental car** and under the influence of or being affected by the use of drugs for the treatment of a drug addiction,
 - the use of any illegal drugs or substances,
 - the misuse of a solvent or solvents by inhalation, or
 - deliberate or reckless exposure to danger (except in an attempt to save human life)
17. Any claim where **your** blood/urine alcohol level is above the legal limit stated in the Road Traffic Act(s) or the equivalent in the territory where the **accident** occurred whilst **you** are in charge of the **rental car**.
18. Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed in sections A to F). For example, any overnight hotel and food expenses in the event **you** are left waiting for **your rental car** to be **towed**, unless the claim relates to legal liability
19. Any claim for interest, credit card, commission or currency conversion fees
20. Any claim arising from any journey outside of the **geographical limits**
21. Any claim arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the trip commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel
22. Any claim if **you** or any person likely to be involved in a claim are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons
23. Any expenses assumed, waived or paid by the **rental company** or its insurers
24. Expenses reimbursed by **your** employer's insurer
25. Any claim arising from property that has been confiscated, destroyed or seized by any government or public entity
26. Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any territory or jurisdiction
27. Any obligation for which **you** may be held liable under any employment law, disability benefits or unemployment law or any similar law
28. Any claim arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants
29. Any claim which, but for the existence of this **policy**, should be recoverable under any other insurance policy, except for claims made under Section F (Personal Accident)
30. Any claim arising from, or in connection with, any fraudulent, dishonest or criminal act committed by **you** or any person with whom **you** are in collusion (including loss or damage arising from, or in connection with, transporting contraband or illegal trade)

31. Any claim due to :

- (i) smoke, lightning, wind, earthquake, volcanic eruption, tidal wave, landslide, hail, vermin or insects
- (ii) mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure, unless such failure results in an accidental collision
- (iii) pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- (iv) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
- (v) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

32. Any claim resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim;

- (i) **war**, invasion, acts of foreign enemies, hostilities, or warlike operations (whether **war** is declared or not), civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
- (ii) any act of terrorism, meaning an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

Sections of Cover

Section A – Accidental Damage, Theft & Loss of Use

We will pay up to the amount shown in the **table of benefits** for:

- the excess for which **you** are liable to pay under the terms of the **car rental agreement** as a result of:
 - **accidental damage**;
 - fire;
 - vandalism;
 - theft; and
- damage to **your rental car's** windows and tyres, the undercarriage and the roof.

What you are not covered for under section A

1. Any claim where **you** have not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**
2. Any claim arising from theft, attempted theft or vandalism which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft, attempted theft or vandalism or where an official police report has not been obtained
3. Any collision which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law

Section B - Car Rental Keys

We will pay up to the amount shown in the **table of benefits** for:

- the cost of replacing a lost, stolen or damaged **rental car** key;
- the cost of replacement locks; and
- locksmith charges.

What you are not covered for under section B

1. Any claim where **you** have not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**
2. Any claim arising from theft which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft or where an official police report has not been obtained
3. Any loss which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law

Section C – Baggage

We will pay each **insured person** up to the amount shown in the **table of benefits** for loss of or damage to baggage and/or **personal effects** as a result of theft or attempted theft following visible and forcible entry into the **rental car**, provided that such theft or attempted theft is proven and that the baggage and/or **personal effects** were at the time of the theft or attempted theft secured in the **rental car** in either a locked boot or out of sight in a glove box or luggage compartment.

What you are not covered for under section C

1. Any claim which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft or where an official police report has not been obtained
2. Claims arising due to an unauthorised person fraudulently using **your** credit or debit cards
3. Claims where **you** are unable to provide receipts or other reasonable proof of ownership wherever possible for the items being claimed
4. Cosmetic damage unless the item has become unusable as a result of this

Section D – Towing

We will pay up to the amount shown in the **table of benefits** for towing charges if not covered under the terms of the **car rental agreement**.

Please note: If the **rental car** needs to be towed, **you** should contact the **rental company** in the first instance as these costs may already be covered under the terms of the **car rental agreement**.

Section E – Misfueling

We will pay up to the amount shown in the **table of benefits** for costs incurred for cleaning out the engine and fuel system in the event that **you** put the wrong type of fuel in **your rental car**.

Section F – Personal Accident

If **you** have an **accident** leading to **bodily injury**, during the **operative time** which within 24 months, solely and independently of any other cause, results in death, **permanent total disablement, quadriplegia, paraplegia or hemiplegia, loss of limb, loss of sight, loss of spine, permanent disability** not otherwise listed, **hospitalisation** or a **coma**, **we** will pay the sum shown in the **table of benefits**.

Important Provisions relating to section F

1. If a death results from **bodily injury** and this occurs within 13 weeks of the date of the **accident**, **we** will only pay the **benefit** under item 1 in the **table of benefits**. No other **benefits** will be payable.
2. If **you** die, **we** have the right to ask for a post-mortem examination at **our** expense. If this is refused, **we** may not pay the claim
3. Upon the payment of a claim under item 1 or maximum payment of £40,000 under items 2-8 in the **table of benefits**, cover under this Section F (Personal Accident) will stop in respect of the **insured person** for whom such payment is made
4. When more than one of items 2-8 in the **table of benefits** occur as a result of the same **accident** the maximum amount payable will be £40,000 per **insured person**
5. A daily rate of 1/7th of the weekly rate will be payable in respect of periods of **hospitalisation** or **coma** of less than 7 days for item 9 or item 10
6. No **benefit** is payable under item 9 **hospitalisation** if **you** are claiming for **benefits** under item 10 **coma**
7. **You** must give **us** permission to obtain medical reports or records needed from any **doctor** or **medical consultant** who has treated **you**; otherwise **we** may not pay the claim.
8. **We** may ask **you** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and for any medical reports and records and **your** reasonable travelling expenses to attend, if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause, then **your** claim may be rejected.
9. If an **insured person** has an existing physical impairment or medical condition, **we** may ask an independent **medical consultant** or **your** treating **doctor, medical consultant** or **medical specialist** to assess:
 - a. whether **your** existing physical or medical condition has contributed to the **bodily injury** or expense for which **you** are claiming; or
 - b. whether this new **bodily injury** makes **your** existing physical or medical condition worse.

In either case, **we** will ask the independent **medical consultant** or **your** treating **doctor, medical consultant** or **medical specialist** to assess the difference between the **insured person's** existing physical impairment or medical condition before and after the **accident**. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the sum insured. If the **insured person's** injury is not described in the **table of benefits** **we** will assess it in a certain way. Please see 'Non-specified injuries' in Section F (Personal Accident) for further details.

Non-specified injuries

If **you** have an **accident**, suffer **bodily injury** and the resulting disability is not specifically mentioned in the **table of benefits** or is not a 100% **loss** of an item in the **table of benefits** under items 5-7 but nevertheless results in a permanent and irrecoverable disability, dependant on the injury sustained, **you** may still be eligible to receive a payment from **us**.

- a) If **you** suffer **bodily injury** to a part of the body that is listed in the **table of benefits** items 5-7:

We will ask the **medical consultant, doctor** or **medical specialist** who treated **your bodily injury** to assess the degree of **your** post-**accident** impairment and disability as a percentage of **loss**; providing their rationale of assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide **us** with justifiable evidence to support their assessment, **we** will appoint an independent **medical specialist** to make this assessment. This may require them to examine **you** and/or review **your** medical records and other medical reports and/or refer to medical evaluation guides so that an assessment can be made.

We may also ask an independent **medical specialist** to examine **you** and/or review **your** medical records and other medical reports to obtain a second opinion. **We** may also ask **your** treating **medical consultant, doctor** or other **medical specialist** to review and comment on the assessment made by the independent **medical specialist** **we** appoint to reach a joint agreement. Once **we** are in receipt of the assessment(s) **we** will apply the percentage provided by the **medical consultant, doctor** or **medical specialist / independent medical specialist** to calculate the benefit based on the item listed in the **table of benefits**.

Example

You sustain **bodily injury** to **your** left leg whilst driving **your rental car**. This injury results in a permanent, partial and irrecoverable **loss** of function to **your** left leg. Following the assessment of **your bodily injury, your medical specialist** confirmed **you** had lost 30% function to your left leg and this was solely due to the **accident**. As the **bodily injury** sustained is an item listed in the **table of benefits**; being item 5(b) – Loss of one **limb**, we would apply the percentage provided to the amount listed in the **table of benefits** calculated as follows:

$$\text{Item 5(b) – Loss of one limb} = \text{£10,000.00} \times 30\% = \text{£3,000.00}$$

b) If **you** suffer **bodily injury** to a part of the body that is not listed in the **table of benefits** items 5-7:

In the event that the **bodily injury** suffered cannot be assessed by reference to a **permanent disability** item shown in the **table of benefits** items 5-7 (for example the part of the body injured is not listed in the table), **we** will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 8. To do this **we** will ask the treating **medical consultant, doctor** or **medical specialist** that treated **your** injury to review the impairment and disability and provide **us** with their assessment.

If they are unable or unwilling to do this in a timely manner or if or they are unable to provide **us** with justifiable evidence to support their assessment, **we** will appoint an independent **medical specialist** to make this assessment. This may require them to examine **you** and/or review **your** medical records and other medical reports and/or refer to medical evaluation guides so that an assessment can be made. **We** may also ask an independent **medical specialist** to examine **you** and/or review **your** medical records and other medical reports to obtain a second opinion.

We may also ask **your** treating **medical consultant, doctor** or **medical specialist** to review and comment on the assessment made by the independent **medical specialist** **we** appoint to reach a joint agreement. Once **we** are in receipt of the assessment(s) **we** will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 8 to arrive at a claim payment amount.

Example

You sustain a head injury whilst driving **your rental car**. This injury results in the permanent, total and irrecoverable **loss** of smell and taste. There is no benefit for **loss** of smell and taste listed in the **table of benefits**. **Your bodily injury** is assessed by reference to medical reports and a medical assessment guide. From the review the **loss** of smell and taste is established as 5% whole person impairment. **You** would then receive a maximum payment of £1,000, which is calculated as 5% of £20,000 for item 8 shown in the **table of benefits**.

What you are not covered for under section F

1. **Permanent total disablement benefit** if **you** are over 65 years of age at the date of the **accident**
2. Any claim for **bodily injury** which is directly or indirectly resulting from anxiety, stress disorder, post- traumatic stress disorder, psychological or psychiatric illness or condition or other mental or nervous disorder
3. Fibromyalgia (a syndrome characterised by chronic pain of the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord) or chronic fatigue syndrome

4. Back injuries unless supported by a diagnosis using appropriate medical imaging techniques (such as X-rays, CT or MRI scans)
5. Suicide or attempted suicide or intentional self-inflicted injuries
6. **Bodily injury** to any fellow employee of an **insured person**, sustained whilst as a passenger in the **rental car** and arising out of and in the course of the fellow employee's employment
7. Any claim for **bodily injury** which is directly or indirectly resulting from any **gradually operating cause**
8. **Bodily injury** resulting from sickness or disease

Summary of important contact details

CUSTOMER SERVICE FOR EXISTING POLICYHOLDERS

Phone: 0333 323 0208

E-mail: info@direct-carexcess.co.uk

Phone lines are open Monday to Friday between 9am and 5pm

CLAIMS – Direct Car Excess Insurance Claims

Address: The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG

Phone: 0345 850 9092 E-mail: excessclaims@aig.com

The Claims Department is open Monday to Friday between 9:15am and 5pm.

SALES – Direct Car Excess Insurance

Website: www.direct-carexcess.co.uk Phone: 0333 323 0208

Phone lines are open Monday to Friday between 9am and 5pm

COMPLAINTS – Customer Relations Department

Address: The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG

Phone: 0800 012 1301 or +44 (02)20 8649 6666 (if calling from overseas)

E-mail: uk.customer.relations@aig.com

The Customer Relations Department is open Monday to Friday between 9:15am and 5pm.



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