

# DAILY EXCESS REIMBURSEMENT INSURANCE



EXCESS REIMBURSEMENT INSURANCE DAILY  
POLICY WORDING

## **INTRODUCTION**

### **WHAT IS EXCESS REIMBURSEMENT INSURANCE?**

Most Car Rental Agreements apply an insurance Excess, which is the amount You are responsible for paying towards repair costs if the Rental Vehicle suffers any Damage. Excess Reimbursement Insurance is designed to repay You the amount of any Excess or repair costs You have to pay under the terms of the Rental Agreement.

Please take the time to read Your policy documentation. If You have any questions or there is anything that You do not understand, please contact Insurance for Car Hire on +44 (0)1242 538475.

Words which appear with a capital letter have the meanings given to them in the Definitions section of this policy wording

### **THE INSURER**

This insurance is underwritten by Lloyd's Syndicate 5820 which is managed by ANV Syndicates Limited. ANV Syndicates Limited is registered in England and Wales under company registration number 04434499. Our registered office is 47 Mark Lane, London EC3R 7QQ.

ANV Syndicates Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (Firm reference number 226696).

You can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at [www.fca.org.uk/register](http://www.fca.org.uk/register). You can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (free phone) or 0300 500 8082.

### **LANGUAGE**

All insurance documents and all communications with You about Excess Reimbursement will be in easy to understand English.

### **CERTIFICATION OF COVER**

Your insurance contract is formed of this policy document and Your Certificate. Please keep both documents in a safe place for future reference. In return for payment of the premium We agree to insure You in accordance with the terms and conditions contained in and endorsed on these documents. The payment of the Customer Service Charge does not form part of the premium.

This insurance is managed by insurance4carhire which is a trading name of Towergate Underwriting Group Limited. We have entered into a Binding Authority Contract reference number 6025/EW148 with Towergate Underwriting Group Limited under which We have authorised them to sign these documents on our behalf.

Signed by



Dinica Gardiner  
Authorised signatory for Towergate Underwriting Group Limited.

## CLAIMS

Jubilee Service Solutions Limited is appointed by us to handle all claims under this insurance. You can find their details in Section 8 How to Make a Claim.

## COOLING OFF PERIOD

If You decide that You wish to cancel this insurance, simply contact Insurance4carhire on +44 (0) 1242 538475 or write to Insurance4carhire.com, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ, United Kingdom, . If You cancel within 14 days of receiving Your documents You will receive a full refund of premium and Customer Service Charge as long as You have not made a Trip, have not made a claim and do not intend to make a claim.

## 2. TO QUALIFY FOR COVER

1. To apply for this Excess Reimbursement Insurance You must be the person named as the Car Club Member or the lead Named Driver on any Rental Agreement.
2. You can include up to seven additional Insured Drivers for each Trip as long as each additional insured driver is named as a driver on the Rental Agreement.
3. You and all other Insured Drivers must be aged between 21 and 85 years of age on the date of purchase of this insurance and must have a full valid driving licence, or internationally recognised licence or permit to drive the Rental Vehicle.
4. You must be a permanent resident in European Economic Area (EEA)
5. Cover is not available for Rental Vehicles with a market value at the start of the Rental Agreement of more than £120,000 or are more than 10 years old.

## 3. DEFINITIONS

The following words and phrases will have the same meaning wherever they appear in this document with a capital letter.

“Baggage and/or Personal Effects” means luggage, clothing, personal effects and other articles normally worn, used or carried during any Trip/s and which belong to You (or for which You are legally responsible).

“Car Club Company or Agency” means a company or agency that is fully licensed with a regulatory authority of the Country, State or local authority from which it operates (where required), and which provides registered paying members access to a Rental Vehicle within the Car Club Company fleet for short term hire. Please note that Car Club Company is different from Car Rental Company or Agency.

“Car Club Member” means a member of the Car Club Company. This policy covers “joint members” and/or “partner members” who live at the same main residence as the main Car Club Member and are named in the Certificate.

“Certificate” means the document which forms part of the insurance contract between You and us. It contains Your name and gives details of the Period of insurance and territory covered under Your Excess Reimbursement Insurance.

“Courtesy Car” means a vehicle that is loaned to You while Your own vehicle is being repaired or serviced.

‘Customer Service Charge’ means the amount payable to Insurance for Car Hire for the cost of administering this policy.

“Damage” means Damage to the Rental Vehicle or its Membership Card/Keys caused by fire, vandalism, accident or theft and includes cover for the loss of use of the Rental Vehicle.

“European Economic Area(EEA)” means the member counties the EEA: Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

“Excess” means the amount that You are responsible for in the event of any Damage to the Rental Vehicle, as confirmed in Your Rental Agreement.

“Insured Drivers” means You and any other drivers named in the Rental Agreement that qualify for cover under Section 2 of this policy document.

“Lead Name/d” means the person(s) named as the hirer on the Rental Agreement.

"Membership Card/Keys" means Keys, Key Fobs or Membership Cards used to open and lock the Rental Vehicle.

“Period of Insurance” means the period of cover under this Excess Reimbursement Insurance for which We have accepted the premium, as stated in Your Certificate.

“Rental Agreement” means the contract signed by the Lead Named/Car Club Member and the Car Rental Company/Agency or Car Club Company for the hire of a Rental Vehicle for the purpose of business or pleasure.

“Rental Vehicle” means any single automobile hired under a short term contract from a Car Rental Company/ Agency or Car Club Company. This insurance will not cover any Rental Vehicle that is a motor home, camper van, trailer or caravan, a van, commercial vehicle or truck, motorcycle, moped, motorbike, vehicle for which the main use is intended to be off-road, recreational vehicle (RV), high performance vehicle, prestige or exotic vehicle or a vehicle with more than 9 seats.

“Trip/s” means the period of a single Rental Agreement in respect of a single Rental Vehicle which is collected and rented from a Car Rental Company or Agency for the period stated on the Rental Agreement.

“We/Us/Our” means ANV, Lloyd’s Syndicate 5820, the insurer for Your Excess Reimbursement Insurance.

“You/Your” means the person who took out this insurance and is named as the Car Club Member or the Lead Named driver on the Rental Agreement. This can be two individuals if they are close relatives (defined as spouse, civil partner or fiancé/fiancée, parents, parents-in-law, brothers or sisters, brothers or sisters in-law, children or sons or daughters in-law).

#### **4. WHEN AND WHERE COVER APPLIES**

##### **VALID RENTAL VEHICLES**

This Policy must have been purchased and have commenced prior to the start of a Rental Agreement for which You wish cover to apply. We will not accept any liability for damage occurring under a Rental Agreement that commenced prior to the start of this policy.

##### **MAXIMUM RENTAL PERIOD**

This insurance covers You for multiple Rental Agreements during the Period of Insurance .

##### **TERRITORY COVERED**

You are covered only when You use the Rental Vehicle in the territory specified in Your Certificate. The policy You have selected includes the following geographical areas:

UK and Europe: all European countries to the West of the Ural Mountains including the United Kingdom, the Channel Islands, Isle of Man, Republic of Ireland, Iceland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, and the Azores, excluding any Trip in, to or through Belarus.

World-wide: anywhere in the World *excluding* any Trip in, to, or through  
(a) Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, Syria and Zimbabwe.  
(b) any country or region to which the British Foreign and Commonwealth Office (FCO) advise against all travel.

#### **5. WHAT IS COVERED**

We will reimburse You up to the Policy Limit stated below for the amount of Excess, repair costs or associated charges You have to pay under the terms of the Rental Agreement if Your Rental Vehicle is involved in an incident which results in:

- a) Damage to the Rental Vehicle including Damage to the windows, tyres and wheels, headlights, the undercarriage and the roof
- b) loss of use of the Rental Vehicle
- c) towing costs resulting from the Damage to, or mechanical breakdown of, the Rental Vehicle;

provided that You are held responsible as declared in the Rental Agreement for the Excess.

## **POLICY LIMIT – THE MOST WE WILL PAY**

We will reimburse You for the Excess, repair costs or associated charges incurred under a Rental Agreement up to a maximum of £6,500 during the Period of Insurance. You can claim under this Excess Reimbursement policy more than once but in total We will only reimburse You the limit for each section of Your policy up to a maximum of £6,500. Where payment has been made in local currency any limits specified in this policy will be applied based on the exchange rate that applied at the time of the purchase of Your policy

## **AUTOMATIC EXTENSIONS TO THE POLICY**

Your Policy automatically includes cover for the following costs and services up to the amount specified in each section:

### **A. CAR RENTAL KEY COVER**

This Policy covers You, for costs incurred up to a maximum of £500 per claim, for Damage to the Membership Card/Key for a Rental Vehicle - including replacement locks and locksmith charges. The most We will pay in any Period of Insurance is £2,000.

### **B. MISFUELING COVER**

This Policy covers You for costs incurred up to a maximum of £500 per claim for cleaning out the engine and fuel system and any towing costs in the event that You put the wrong type of fuel in Your Rental Vehicle. The most We will pay in any Period of Insurance is £2,000.

### **C. IN-COUNTRY RENTALS**

This Policy also covers You where a Rental Agreement is made in Your country of residence.

### **D. REPARATION**

This Policy will provide an additional benefit of £25 per day if the Rental Agreement is cancelled or cut short on the advice of a physician. The maximum amount payable during the Period of Insurance is £300. Cover is subject to the following conditions:

- (i) The Insured Driver must be confined to a bed in a hospital, hotel or private accommodation during the time that the Rental Vehicle was booked and paid for.
- (ii) Proof of the booking and duration of rental may be requested by the Assistance Company.
- (iii) In the event of a claim the Insured Driver must present both the Rental Agreement and a medical certificate confirming the advice of the physician.

### **E. DROP OFF CHARGES**

We will cover the additional charges incurred due to there being no Insured Driver as named on the Rental Agreement to return the Rental Vehicle to the Car Rental Company or Agency following an accident or illness for which hospitalisation takes place. This extension will indemnify You up to, but not exceeding, £300 for additional drop off charges incurred through the Car Rental Company or Agency.

Evidence of hospitalisation will need to be provided.

### **F. LOCK-OUT**

In the event that You are unintentionally locked out of the Rental Vehicle, We will pay the costs incurred to open the Rental Vehicle, without causing any further damage to the said Rental Vehicle, up to a maximum of £60. Cover is subject to the following conditions:

- (i) The Car Rental Company or Agency must approve the locksmith and the course of action prior to a locksmith being called out; and
- (ii) All receipts are to be retained and presented by You to the claims administrator for the reimbursement to be approved.

Failure to follow these steps may void this cover.

## **G. ROAD RAGE**

We will pay You or Your legal representatives £1,000 if You suffer a physical assault by another person as a direct result of an accident involving Your Rental Vehicle which results in a physical injury. The incident must be reported to the police within 48 hours and be supported by medical evidence.

The maximum amount We will pay is £1,000 in any one Period of Insurance.

## **H. CAR JACKING**

We will pay You or Your legal representatives £1,000 if You suffer a physical assault by another person as a result of Your Rental Vehicle being subject to a theft or attempted theft which results in a physical injury.

The incident must be reported to the police within 48 hours and be supported by medical evidence.

The maximum amount We will pay is £1,000 in any one Period of Insurance.

## **I. COURTESY CAR**

Cover is extended to include Your liabilities to the owner of any Courtesy Car loaned to You when Your own car is being serviced or repaired for Damage. We will reimburse You for the Excess or repair costs up to a maximum of £6,500 for any single incident. You can claim more than once but in total, We will only reimburse You up to a maximum of £6,500 during any one Period of Insurance. Each loan period of the Courtesy Car must not exceed 60 continuous days.

## **J. FLAT BATTERY**

This policy covers You for costs incurred, up to a maximum of £250 per claim, as a result of a flat battery in Your Rental Vehicle. The most We will pay in any Period of Insurance is £1,000.

We will not pay for any claim resulting from a flat battery where You have not acted on the instruction of Your Car Rental Company's recovery service.

## **K. OUT OF HOURS CHARGES**

In the event of there being an unscheduled flight delay, resulting in a charge being incurred for the collection of the Rental Vehicle out of standard hours, We will indemnify You up to, but not exceeding, £50 for pick up charges incurred through the Car Rental Company or Agency.

Please be advised You will be required to provide proof of the unscheduled flight delay in the event of a claim.

## **L. BAGGAGE COVER**

We will indemnify You against theft of, or damage to, Baggage and/or Personal Effects as a result of theft or attempted theft, provided such items are secured in the Rental Vehicle in either a locked boot or glove box and You have been required to pay an Excess, repair costs or associated charges under the Rental Agreement.

We will indemnify You for losses incurred during the Period of Insurance up to:

- £300 in total for any one claim
- £150 for any single item

The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £75, subject to a maximum of £200 for all such items.

## **6. WHAT IS NOT COVERED (EXCLUSIONS)**

We will not reimburse Your Excess or any financial loss or expense in the following circumstances:

**6.1** If Your country of residence is outside the European Economic Area (EEA) or if You or any other insured driver do not qualify for cover as set out in Section 2.

**6.2** Where the Rental Agreement is for a period longer than the Period of Insurance.

**6.3** Where Damage is as a result of wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, (but not for the treatment of drug addiction) .

**6.4** Where Damage arises from transporting contraband or illegal trade or from the operation of the Rental Vehicle in violation of the terms of the Rental Agreement.

**6.5** Where expenses are assumed, waived or paid by the Car Rental Company or Agency or Car Club Company or its Insurer.

**6.6** For Damage to vehicles which are not Rental Vehicles hired by You under a Rental Agreement (other than a Courtesy Car). If You cause Damage to a third party vehicle, cover should be provided under Your Rental Agreement.

**6.7** For Damage caused by wear and tear, gradual deterioration, insect or vermin.

**6.8** For losses caused by accidental damage to the interior or contents of the Rental Vehicle, caused by wear and tear or carriage of animals

**6.9** Where the Rental Vehicle is being driven by persons who are not named on the Rental Agreement.

**6.10** Where the market value of the Rental Vehicle exceeds £120,000 at the start of the Rental Agreement, or the Rental Vehicle is more than 10 years old.

**6.11** If the Rental Vehicle is a motor home, camper van, trailer or caravan, commercial vehicle or truck, motorcycle, moped, motorbike, vehicle for which the main use is intended to be off-road, recreational vehicle (RV), or a vehicle with more than 9 seats.

**6.12** Where the expenses are reimbursed by the Insured Driver's Employers' Insurer.

**6.13** Where Damage is the result of driving off-road, or on an un-made up road, or a road which is not designated as a public thoroughfare.

**6.14** Where You have been specifically alerted to the risk of possible damage to the Rental Vehicle, for example You have been warned of high water or the presence of animals that may cause Damage.

**6.15** In respect of Baggage Cover, cover is not provided for:

1. claims arising from theft or Damage of:
  - i) cash (defined as banknotes, currency notes and coins) or vouchers,
  - ii) valuables (defined as: photographic and video equipment, camcorders, radios and personal stereo equipment, computers, computer games and associated equipment, mobile telephones, telescopes and binoculars, furs, jewellery, watches, and articles made of or containing gold, silver or other precious metals),
2. Wear, tear and depreciation of Baggage and/or Personal Effects,
3. claims not reported to an appropriate police authority within 48 hours of discovery and an official police report obtained.
4. claims arising from theft or Damage of Baggage and/or Personal Effects from Your Rental Vehicle unless taken from a locked boot or glove box.
5. claims recoverable under any other insurance

**6.16** In respect of automatic cover Extension H. Road Rage and I. Car Jacking We will not pay You where the physical assault:

- is caused by a relative or a person known to You;
- results in a physical injury which is not supported by medical evidence;
- is not reported to the police within 48 hours of the incident;
- is contributed to by anything said or done by You or any passenger in Your Rental Vehicle, other than the incident itself.

**6.17** Where the incident occurs outside of the Territory covered by this insurance.

**6.18** If Your claim results in any way from war, terrorism or nuclear risk. For the purposes of this exclusion:

“War” means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or Damage to property by or under the order of any government or public or legal authority.

“Terrorism” means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

“Nuclear Risk” means Damage or destruction caused by, contributed to or arising from:

(a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

## **7. CANCELLATION**

You may cancel this insurance within 14 days of receiving Your documents (cooling off period) and You will be entitled to a full refund of the premium and Customer Service Charge, as long as You have not made a Trip or made a claim and do not intend to make a claim. You can cancel at any time after the 14 day cooling off period and You will receive a proportionate refund of any premium paid for the remaining Period of Insurance providing You have not made and do not intend to make a claim however, the Customer Service Charge is non – refundable.

To cancel cover please contact: Insurance4carhire.com, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ, United Kingdom, e-mail: info@insurance4carhire.com, telephone: +44 1242 538475.

If You purchased this policy through a broker, You can also cancel the policy by contacting Your broker.

We may cancel Your policy at any time by giving You 30 days written notice to Your last known email address (or mailing address if You do not have an email address) provided by You. We will allow a proportionate refund of any premiums paid for the remaining Period of Insurance.

We may cancel Your policy due to Your non-payment of premium, if You use threatening or abusive behaviour or language or We have reasonable suspicion of fraud. This is not an exhaustive list.

## **8. HOW TO MAKE A CLAIM**

### **STEP ONE – CHECK YOUR POLICY AND CERTIFICATE**

Read this Policy and Your Certificate to check You are covered for the claim You want to make. Read any exclusions that may apply and make sure You understand them.

### **STEP TWO – NOTIFY THE CLAIM**

All claims must be notified to our claim administrator, their details are below. You should do this within 31 days of the end of the Rental Agreement in which the incident happened. If You do not, it might mean that We will be unable to reimburse You for the Excess or other losses. Please visit our website <http://www.insurance4carhire.com/car-hire-excess-insurance-claims> or contact:

Claims Department  
Specialist Claims  
PO BOX 1192,  
Doncaster,  
DN1 9PU Phone: 0344 854 2059  
Fax: 0344 412 4158  
E-mail : [claims@insurance4carhire.com](mailto:claims@insurance4carhire.com)

Please tell them the policy reference number which will be shown in Your Certificate. If You are not sure whether You can claim, please talk to the claim administrator who will be happy to help You.

### **STEP THREE – AFTER THE CLAIM IS NOTIFIED**

You can download a copy of the claim form from <http://www.insurance4carhire.com/car-hire-excess-insurance-claims> or if You prefer The claim administrator will send You a claim form, which You should fill in and send back to them as soon as possible.

The claim administrator will need copies of the following documents:

- Your Insurance4carhire insurance Certificate
- The Rental Agreement
- Your Payment Receipt for the hire (if separate from the Rental Agreement)
- Police Report if the incident required the Police to attend
- The accident report from the Car Rental Company or Agency or Car Club Company
- Invoices/Receipts/other documents confirming the amount You have paid in respect of Damage for which the Car Rental Company or Agency or Car Club Company holds You responsible
- Your credit card statement showing payment under a Rental Agreement for Damage to the Rental Vehicle for which You wish to claim under Your policy; and
- Your bank account details, including your bank's postal address, the account number, the IBAN or SWIFT codes or any other coordinates necessary for international bank transfers.



Please provide the name and address of Your bank together with the sort code and account details to facilitate Your claims reimbursement.

**PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.**

## **9. CLAIMS CONDITIONS**

### **9.1 CLAIMS CONDUCT**

You must give our claim administrator any information or help that they ask for.

No person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us except with Our written consent. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in Your name or the name of any Insured Driver.

### **9.2 RIGHT OF RECOVERY**

We may at Our own expense take proceedings in Your name or the name of the Insured Driver to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to Us. You and/or the Insured Driver must provide all reasonable assistance to Us.

### **9.3 KEEPING TO THE TERMS**

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

### **9.4 FRAUDULENT CLAIMS OR MISLEADING INFORMATION**

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your cover will be cancelled and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police.

### **9.5 OTHER INSURANCE**

If You wish to make a claim under this policy but have already claimed, or intend to claim, for the same loss under another insurance policy, We will only pay Our share of the claim.

## **10. SERVICE AND COMPLAINTS**

### **SERVICE**

Every effort is made to provide You with a high standard of service. However, if You wish to make a complaint, please follow the complaints procedure shown below.

### **COMPLAINTS ABOUT POLICY MATTERS**

If You wish to make a complaint about any aspect of this insurance other than a claim, please contact:

The Managing Director, Insurance4carhire, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ, United Kingdom, e-mail: [info@insurance4carhire.com](mailto:info@insurance4carhire.com), telephone: +44 1242 538475

### **COMPLAINTS ABOUT A CLAIM**

If You wish to make a complaint about a claims matter, please contact:

Claims Department  
Jubilee Service Solutions Limited PO BOX 1192,  
Doncaster,  
DN1 9PU  
Phone : 0344 854 2059  
Fax : 0344 412 4158

Email: [claims@insurance4carhire.com](mailto:claims@insurance4carhire.com)

If You have any disability that makes communication difficult, please tell the Claim Administrator and they will be pleased to help.

Alternatively, if You have purchased Your policy online, You can submit a complaint through the European Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/odr>

## **IF YOU REMAIN DISSATISFIED**

As We are a Lloyd's insurance syndicate, in the event that You remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel No: 0207 327 5693  
Fax No: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

This procedure does not affect Your right to take legal action.

## **11. LEGAL AND REGULATORY INFORMATION**

### **LAW AND LEGAL PROCEEDINGS APPLICABLE**

Unless You and We both agree otherwise, the law which applies to this insurance is the law of the country of Your permanent place of residence.

Any legal proceedings between You and Us in connection with this contract will take place in:

- If pursued by Us, the country of Your permanent place of residence.
- If pursued by You, You may choose if such proceedings take place in the United Kingdom or in the country of Your permanent place of residence.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

ANV Syndicates Limited is a member of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet our obligations to settle a valid claim under this policy.

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

### **DATA PROTECTION ACT**

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

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

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

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

You have the right to access or have corrected the personal data that We hold about You by sending a written request to the Compliance Officer at ANV Syndicates Limited 47 Mark Lane, London EC3R 7QQ or by emailing [syndicatecompliance@anv.eu.com](mailto:syndicatecompliance@anv.eu.com). You may be charged a fee.

Calls may be recorded for training and monitoring purposes.

**SANCTIONS**

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

**INSURER'S LIABILITY**

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.