

Gigasure

Van Hire Excess Policy Wording



GIGA-VHE-PW-0926

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Important Information About Your Policy

The words and phrases in **bold** have the same meaning wherever they appear in the policy wording and Certificate of Insurance. **You** can find the meanings of these words are in the *Definitions* section of this policy wording.

If **you** need to make a claim, **you** can use the Gigasure app or contact **us**. Details about this and the information **we** need to assess a claim are in the *How to Claim* section of this policy wording.

You can contact **our** Customer Care team if there are any health, financial or life events which **you** wish to make **us** aware of to assist **you** with **your** policy.

This policy wording contains the details what is and is not covered and the terms and conditions of the cover. These are the same for everyone who has a policy. Anything that is not stated as being covered or is specifically stated as being excluded, is not covered by this policy.

Your Certificate of Insurance contains the details which are specific to **your** policy:

- **Policyholder.** This is the information **you** have given **us** about **you**.
- **Period of Insurance.** When **your** cover starts and expires.
- **Policy and Cover Information.** Details about **your** policy cover including:
 - Where **you** are covered, and
 - Any **voluntary excess** **you** have chosen to add.
- **Premium.** Details of the premium for this policy. This includes any mid-term changes, or changes which mean the premium is higher.

The policy wording and **your** Certificate of Insurance make up the insurance contract **you** the **policyholder** have with the insurer, AmTrust Specialty Limited.

Please check that the information in the Certificate of Insurance is correct and that the policy is right for **you**. If anything is not right or if **you** need to make any changes, please contact **us**:



The Gigasure app



customercare@gigasure.com



020 4587 2875 (local rate call)



Gigasure, 26 Ives Street, London, SW3 2ND

The policy is for **you**, the **policyholder**. This means **you** cannot transfer it to anybody else.

Statement of Demands and Needs

This insurance policy is suitable for someone who wants to protect themselves against costs they are charged by the **rental company** if the **van** they have hired is **damaged** in a collision, by fire, or is stolen.

Please read the Insurance Policy Information Document (IPID) and the policy terms and conditions. There are exclusions, conditions and limits which apply.

We cannot give **you** a personal recommendation for the cover **you** need or tell **you** if this product is right for **you**. **You** must decide if the product meets **your** needs.

Information You Need to Tell Us About

In this section, 'you' and 'your' means only the policyholder.

There is certain information that **we** need to know as it may affect the terms of the policy cover **we** can offer **you**.

When **we** accept **your** application for this policy, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, or renew, the policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full.

We will contact **you** if **we**:

- Intend to cancel **your** policy; or
- Need to amend the terms of **your** policy; or
- Require **you** to pay more for **your** policy.

If **you** become aware that information **you** have given **us** is incomplete or inaccurate, **you** must inform **us**.

It is also important **you** check **your** most recent Certificate of Insurance as it sets out the information **you** have given **us**. If **you** think that there is a mistake or if **you** need to make any changes, please contact **us** immediately and **we** will work with **you** to determine if this affects **your** cover.

Any changes to the policy that **we** agree will only apply from the date **we** agreed them and issued **you** with an updated Certificate of Insurance. **We** may need to vary the premium and terms for the rest of the **period of insurance** if **we** agree to the change.

Where You Are Covered

Your Certificate of Insurance shows where the policy provides cover to drive the **rental vehicle** in, to or through. This will be the **travel destination** the **policyholder** chose when taking out **your** policy.

We cannot cover countries or areas where the Foreign Commonwealth and Development Office or other government body has advised against all but essential travel.

When You Are Covered

*In this section, 'you' and 'your' means only the **policyholder**.*

Your Certificate of Insurance shows the number of days cover **you** have and the **period of insurance**, this is when the cover starts and expires. This will match the start and end date **you** chose when **you** taking out the policy. All cover ends on the expiry date shown on **your** Certificate of Insurance.

Cover starts as soon as **you** sign the **rental agreement** and expires when **you** return the **rental vehicle** to the **rental company**.

We are not able to cover **you** if:

- **You** buy a policy after **you** have already signed the **rental agreement**; or
- Any part of the **rental period** falls outside the **period of insurance**.

Cancellation of the Policy by You

*In this section, 'you' and 'your' means only the **policyholder**.*

If this policy cover is not right for **you**, **you** can cancel it at any time by contacting **us**.

If **you** cancel the **policy** before the **period of insurance** starts, **we** will refund the premium in full. After the **period of insurance** starts, **you** will not get a refund.

Cancellation of the Policy by Us

*In this section, 'you' and 'your' means only the **policyholder**.*

We can cancel the policy immediately if **you**:

- Do not follow the terms and conditions of the policy;
- Tell **us** of a change to the policy which means **we** are not able to continue cover;
- Do not reply when **we** ask for more information or documents;
- Have given incorrect information and not clarified this when **we** ask **you** to.
- Commit fraud; and/or
- Use threatening or abusive behaviour or language. This includes intimidation or bullying of **our** staff or suppliers, by **you** or anyone who represents **you**.

If **we** cancel **your** policy, there will be no refund of premiums paid and **we** will write to **you** on email to tell **you**.

Conditions of Cover That Apply to Your Policy

These conditions apply to all sections of the policy cover.



Conditions of Cover That Apply to Your Policy

1. The **policyholder** must:
 - a. Have lived permanently in the **UK** for at least 6 months, with their main home in the **UK**; and
 - b. Be named as the main/primary driver on the **rental agreement**.
2. The **policyholder** and all **additional drivers** must:
 - a. Be aged between 25 and 85 years of age on the date the policy starts;
 - b. Hold a full, valid **UK** driving licence, or hold a full valid internationally recognised licence to drive the **rental vehicle** in the country where they are driving;
 - c. Be eligible to rent and drive the **rental vehicle** and able to follow the terms of the **rental agreement**; and
 - d. Be named on the **rental agreement**.
3. The **rental vehicle** must:
 - a. Be either the one shown in the **rental agreement**, or a replacement one from the same **rental company** following **damage** to the original **rental vehicle**; and
 - b. Only be driven by or in the charge of the **policyholder** or an **additional driver**.
4. **We** will pay claims to the **policyholder** named on the Certificate of Insurance. **We** cannot pay claims to anyone else.
5. **We** may take proceeding in **your** name and/or the name of the relevant **additional driver** to:
 - a. Defend any claim made against **you** by the **rental company**;
 - b. Recover any claim payment made by **us**; and/or
 - c. Get compensation from any third party

In respect of any payment **we** have made under this policy. Any money **we** recover will belong to **us**.

If **we** agree to pursue recovery of an excess **you** have paid as part of a claim under this policy, **we** will refund **you** the excess if **we** recover it. **You** and any relevant **additional driver** must give **us** all the information and help that **we** may need so that **we** can pursue a recovery and/or defend any claim made against **you**.

We will pay the cost of any proceedings that **we** take.
6. **You** must tell **us** if the **rental company** or anyone else reimburses **you** for any amount **you** have claimed under this policy. If **we** ask you to repay this to **us**, **you** must do this within 30 days.

What is Not Covered by Your Policy

These exclusions apply to all sections of the policy cover.



What is Not Covered by Your Policy

We will not cover **you** for any claim arising directly or indirectly from:

1. Any **damage** covered by the **rental agreement** or that can be recovered from another company or person.
2. Any **damage** which results from **you** breaking the terms of the **rental agreement**. This includes anyone other than the **policyholder** or an **additional driver** using the **rental vehicle**.
3. Any **damage you** are not liable for under the **rental agreement**.
4. Any wear and tear to the **rental vehicle** or pre-existing **damage**.
5. Deliberate **damage** caused by **you**.
6. Charges for repair or cleaning of the interior of the **rental vehicle** unless caused by **damage** covered by this **policy**.
7. Any vehicles supplied by a Car Club or Peer-to-Peer service.
8. Any vehicle in this list:
 - Motorhomes
 - Camper vans
 - Caravans
 - Trailers
 - Commercial vehicles (other than **vans**) or trucks
 - Taxi or private hire vehicles
 - Courtesy vehicles
 - Motorcycles
 - Mopeds
 - Passenger van or vehicles with more than 3 seats (other than a single or dual cab pick-up truck with no more than 6 seats)
 - Vehicles with a gross vehicle weight rating (GVWR) exceeding 3,510kg
 - Vehicles more than 10 years old
 - Vehicles valued at more than £100,000 (or equivalent local currency) at the start of the **rental period**
9. Any **damage** caused by using the **rental vehicle** on a road or land which is not part of a public highway, for example a safari or off-roading. This exclusion does not apply to a private road **you** use to reach where **you** are staying, for example a house or hotel.
10. Any **damage** caused by using the **rental vehicle** in any type of race, competition, rally or trial.
11. Use the **rental vehicle** for hire or reward.
12. Any **damage** caused by **your** use of alcohol or drugs. This includes using the **rental vehicle** when **your** blood alcohol level is higher than the legal limit allowed

- in the country **you** are in. This exclusion does not apply to drugs prescribed by and taken in accordance with a physician's instructions.
13. Any claim for something which happens when **you** are using the **rental vehicle** outside the **travel destination**. This is shown on the Certificate of Insurance.
 14. Any **damage** that happens outside the **period of insurance**.
 15. **You** acting in an illegal or malicious way.
 16. Fraud.
 17. Any currency exchange rates, bank, credit card or transaction fees.
 18. Any medical epidemic or pandemic.
 19. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 20. Not following the guidance or recommendations of the Foreign Commonwealth and Development Office, World Health Organisation or other Government Body or authority.
 21. War (whether declared or not), invasion, terrorism, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, revolution, military force or weapons of mass destruction.
 22. Any loss, **damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

Definitions of Words in Your Policy

The words and phrases in the table have the same meaning wherever they appear in the policy wording. They are in **bold**.

Word	Meaning
Additional Driver	Up to 3 drivers other than the policyholder named in the rental agreement. This Policy does not cover an additional driver if they hire a rental vehicle independently to the policyholder, but they can drive the rental vehicle without the policyholder present. Please see the <i>Conditions of Cover That Apply to Your Policy</i> for conditions of cover which all additional drivers must meet to be covered.
Claims Handler	International Medical Group Limited (IMG Europe), Company No 04163178. Its registered office address is 254 Upper Shoreham Road, Shoreham by Sea, West Sussex, BN43 6BF.

Word	Meaning
	IMG is authorised and regulated by the Financial Conduct Authority (FCA), Register No. 311496.
Damage	An event which: • Results in loss or damage to the rental vehicle caused by fire, explosion, weather, vandalism, road accident, theft or attempted theft, and • Happens during the rental period, and • You are liable for under the rental agreement.
Excess Insurance	The amount stated in the rental agreement that the policyholder is liable to pay in respect of damage to the rental vehicle .
Loss of Use	The period during which the rental vehicle is not available to you due to damage. We calculate loss of use charges at the same daily rate you paid when you hired the rental vehicle.
Period of Insurance	The time period, of up to 21 days, when cover under the policy starts and expires. The Certificate of Insurance shows your period of insurance and number of days cover. Please see the <i>When You Are Covered</i> section of this policy wording for details.
Personal Possessions	Any suitcases, bags or similar, their contents and anything (but <u>not</u> valuables and passports) in the rental vehicle .
Policyholder	The person named as policyholder on the Certificate of Insurance. They must also be the main driver on the rental agreement and are responsible for the rental vehicle throughout the rental period .
Rental Agreement	The contract between the policyholder and the rental company to hire the rental vehicle .

Word	Meaning
Rental Company	The company the policyholder has agreed to hire the rental vehicle from.
Rental Period	The time period of up to 21 days the policyholder has arranged to hire the rental vehicle for, as stated in the rental agreement. The rental period needs to: • Fall within the period of insurance. If any days within the rental period fall outside of the start and end date of the period of insurance, it will not be covered; • Not be longer than the maximum number of days allowed in the period of insurance. Please see the When You Are Covered section of this policy wording for details.
Rental Vehicle	The van shown on the Rental Agreement . Please see the <i>What is Not Covered by Your Policy</i> section of this policy wording for details of types of vans we cannot cover.
Travel Companion	Any person travelling with the policyholder , including any additional drivers .
Travel Destination	The country or countries shown on the Certificate of Insurance that the policy covers travel in, to or through. We are able to offer cover in the countries of the continent of Europe plus Egypt, Morocco, Tunisia and Turkey. We do not cover travel in Ukraine, Russia or Belarus. Please see the <i>Where You Are Covered</i> section of this policy wording for details.
UK	The United Kingdom (England, Scotland, Wales and Northern Ireland).
Valuables	Valuable items including, for example:

Word	Meaning
	• Jewellery • Watches • Cash • Items made with or containing precious or semi-precious metals or stones • Phones and mobile phone accessories • Cameras and recording equipment • PCs, laptops, tablets and computerised equipment • Satellite navigation equipment • Video games and video game accessories • Drones
Van	A vehicle: • Designed specifically to carry goods, that has no more than 3 seats and is not a truck; or • A single or dual cab pick-up truck with no more than 6 seats; And which has a gross vehicle weight rating (GVWR) of 3,510kg or less.
Voluntary Excess	The amount shown on your Certificate of Insurance that you need to pay towards a claim.
We / Us/ Our	Gigasure Services Limited or the claims handler .
You / Your	The policyholder , any additional drivers and any travel companions .

Sections of Cover

Excess Insurance



What Excess Insurance Covers

We will provide cover up to the limit shown on the Certificate of Insurance if **you** become liable under the **rental agreement** following **damage** to the **rental vehicle** for:

1. The amount of the excess/deposit **you** have paid to the **rental company**.
2. **Damage** to the **rental vehicle** areas in this list which the insurance included with the **rental agreement** does not cover:
 - Bodywork, roof, undercarriage
 - Windscreen, windows, sunroof glass, mirrors, locks
 - Tyres, wheels, hubcaps
 - Engine, battery, clutch
 - Interior **damage**
3. Charges up to, but not more than, £500 for **loss of use** of the **rental vehicle** due to **damage**.



What Excess Insurance Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. The **voluntary excess** shown in **your** Certificate of Insurance.
2. **Damage** which **you** are not responsible for under, or that is covered by the **rental agreement**.
3. General wear and tear.
4. **Damage** which was already present at the start of the **rental agreement**.
5. Charges for **loss of use** if there is no valid claim under this policy for part or all of the excess/deposit **you** have paid to the **rental company**.

Locked Out of Vehicle



What Locked Out of Vehicle Covers

We will provide up to £500 cover for a locksmith to open the **rental vehicle** if **you** accidentally lock **yourself** out of it. **You** must get written approval from the **rental company** before a locksmith is called out.



What Locked Out of Vehicle Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. The **voluntary excess** shown in **your** Certificate of Insurance.
2. The cost of a locksmith if it was not approved by the **rental company**.
3. **Damage** to the **rental vehicle** caused by **you** or a locksmith when trying to gain entry to it.

Road Rage and Car Jacking



What Road Rage and Car Jacking Covers

We will provide up to £1,000 cover if **you** suffer from a physical injury caused by a physical assault:

1. After a road traffic accident; or
2. During a theft or attempted theft of the **rental vehicle**.



What Road Rage and Car Jacking Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. Any physical assault:
 - That was caused by anyone travelling with **you** in the **rental vehicle**.
 - Where **you** are not able to show **us** medical evidence of the physical injury **you** suffered.
 - If the physical assault was not reported to the local police within 24 hours of it happening.
 - If anything said or done by **you** or any passenger in the **rental vehicle** contributed to the physical assault.
2. Any physical assault where the **rental vehicle** was not being driven by the **policyholder** or an **additional driver**.

Administration Fees



What Administration Fees Covers

We will provide up to £100 cover for **rental company** administration fees charged as a direct result of an event covered by this policy, for example **damage** to the **rental vehicle**.



What Administration Fees Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. Any administration fees which are not directly related to the **damage** or event **you** are claiming for.
2. Any administration fees if **we** do not accept **your** claim.
3. Card transaction fees.
4. Currency exchange rate charges.

Curtailment



What Curtailment Covers

If the **policyholder** has to cut short the **rental agreement** because a physician advises them not to drive for medical reasons, **we** will provide the following cover:

- £25 for each complete day (24 hours) the **rental period** is reduced by,
- Up to a total of £300 for any one event.



What Curtailment Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay if:

1. There is an **additional driver** named on the **rental agreement** who can drive the **rental vehicle**.
2. **You** do not supply **us** medical evidence which confirms the physician's advice not to drive.

Drop-off Charges



What Drop-off Charges Covers

We will provide up to £300 cover for **rental company** drop off charges if:

- The **policyholder** has an accident or illness, and
- A physician advises them not to drive for medical reasons, so they are not able to return the **rental vehicle** to the **rental company**.



What Drop-off Charges Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay if:

1. There is an **additional driver** named on the **rental agreement** who can drive the **rental vehicle**.
2. **You** do not supply **us** medical evidence which confirms the physician's advice not to drive.

Vehicle Key Replacement



What Vehicle Key Replacement Covers

We will provide up to £500 cover to replace the key or lock transmitter for the **rental vehicle** if it is **damaged**, lost or stolen. This includes the costs of replacement locks or locksmith charges.



What Vehicle Key Replacement Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. The **voluntary excess** shown in **your** Certificate of Insurance.
2. The cost of a locksmith if it was not approved by the **rental company**.
3. **Damage** to the **rental vehicle** caused by **you** or a locksmith when trying to gain entry to it.

Towing and Roadside Assistance Costs



What Towing and Roadside Assistance Costs Covers

We will provide up to £1,000 cover for **rental company** towing or roadside assistance costs as a direct result of an event covered by this policy, for example **damage** to the **rental vehicle**.



What Towing and Roadside Assistance Costs Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. Any costs applied which are not directly related to the **damage** or event **you** are claiming for.
2. Any costs applied if **we** do not accept **your** claim.
3. Card transaction fees.
4. Currency exchange rate charges.

Misfuelling



What Misfuelling Covers

We will provide up to £500 cover for the costs of flushing the fuel out of the **rental vehicle** if **you** accidentally put the wrong type of fuel in it.



What Misfuelling Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay for:

1. The **voluntary excess** shown in **your** Certificate of.
2. Any costs if **you** discover **you** put the wrong fuel type in the **rental vehicle** and **you** do not take immediate action. For example, **you** should:
 4. Not start the engine if **you** are still at the fuel pump; or
 5. Pull over when it is safe to do so, turn the engine off and not restart it.
3. The cost of replacement fuel for the **rental vehicle**.

Personal Possessions

It is important to know that this cover is only valid if the **personal possessions** are kept in the locked boot, covered luggage area or glove box of the **rental vehicle** and that **you** will need to provide a receipt or proof of purchase for each **personal possession** **you** are claiming for.



What Personal Possessions Covers

If **your personal possessions**, which were in the locked boot, covered luggage area or glove box of the **rental vehicle** are:

- Stolen from the **rental vehicle**, or
- **Damaged** in a theft or attempted theft from the **rental vehicle**,

We will provide the following cover:

1. Up to £125 for each **personal possession**. If an item is part of a pair or set, **we** consider this as a single item. For example, **we** would pay up to £125 for a stolen pair of boots, not £125 for each boot.
2. Up to £500 in total for all **personal possessions** stolen or **damaged** in a single incident.



What Personal Possessions Does Not Cover

As well as the exclusions mentioned in *What is Not Covered by Your Policy*, **we** will not pay:

1. Any claim if there are no signs of forced entry into the **rental vehicle**.
2. If the theft or attempted theft was not reported to the police within 24 hours of it happening.
3. Any claims for items not listed in the police report.
4. Any claims for **valuables**.
5. Any claims where **personal possessions** were not kept in the locked boot, covered luggage area or glove box of the **rental vehicle**.

How to Claim

In this section, 'you' and 'your' means only the policyholder.

Did **you** know that the quickest way to make a claim is through the Gigasure App? **You** can make a claim anytime through the app.



The Gigasure app



www.gigasure.com/make-a-claim



excess.claims@gigasure.com



020 4587 2875 (local rate call)

If **you** need to make a claim, **you** must do this within 60 days of **your** return from **your** trip. **You** must give **us** the information **we** ask for, for example completing a claim form. If **we** don't have the information **we** need, this can delay **us** in assessing the claim.

When IMG Europe, the **claims handler**, accepts the claim they may ask for further information or documents to support the claim.

Voluntary Excess

The **voluntary excess** shown on **your** Certificate of Insurance will be deducted from the first part of any claim **you** make for the below:

- **Excess Insurance**
- **Locked Out of Vehicle**
- **Misfuelling**

The **voluntary excess** is applied to each event which **you** are claiming for.

Claims Evidence

You will need to provide supporting evidence in order to make a claim.

The below table shows the information **we** most commonly need to assess each type of claim. It is **your** responsibility to give **us** this information. For some claims, **we** may need extra information. If **we** do, **we** will tell **you** what **we** need.

Section of Cover	Information We Need
All Sections	• A copy of the rental agreement including the payment receipt; • Copies of your bank and/or credit card statement showing the payments for the amounts you are claiming for; • A copy of the policyholder's driving licence. We will also need a copy of the additional driver's driving licence if they were involved in damage; • Copies of all invoices, receipts or other documents confirming the amounts you are claiming for; • If the police attended, a copy of the Police Report; • A copy of the rental company's accident damage report (or equivalent); • Other supporting evidence such as photos of the damage;
Locked Out of Vehicle and Vehicle Key Replacement	• Written confirmation from the rental company approving a locksmith.
Road Rage and Car Jacking	• Medical evidence of the physical injury received during the physical assault, for example a hospital report or doctor's letter; and • A copy of the police report, filed within 24 hours of the physical assault happening.
Curtailment and Drop-off Charges	• Medical evidence which confirms the physician's advice not to drive, for example a hospital report or doctor's letter.
Personal Possessions	• A copy of the police report, filed within 24 hours of the theft or attempted theft happening; and • Original receipts, invoices or other proof of purchase for each personal possession being claimed for. It is important to know if you are claiming for damaged personal possessions, you will need to keep them in the event we need to inspect them. If

Section of Cover	Information We Need
	we pay you for, or replace, a damaged personal possession , it will become our property and we can ask you to send it to us .

How to Make a Complaint

We are committed to providing **you** a high level of service at all times. If **you** feel **we** have fallen short of this, **we** want to hear from **you** so **we** can try to put things right. If **your** complaint is about:

1. The sales, service or administration of **your** policy, Gigasure, the administrator of **your** policy, will investigate and respond to **your** complaint.
2. A claim or claims service related to **your** policy, IMG, the **claims handler** of **your** policy, will investigate and respond to **your** complaint.

You can let **us** know about **your** complaint in the following ways:

Sales, Service and Administration Complaints		Claims and Claims Service Complaints	
	The Gigasure app		
	complaints@gigasure.com	qualityassurance@imglobal.com	
	020 4587 2875 (local rate call)		
	Gigasure, 26 Ives Street, London, SW3 2ND	IMG, 3rd Floor, Fitzalan House, Fitzalan Court, Cardiff, CF24 0EL	

How We Will Investigate Your Complaint

Many complaints can be resolved quickly and **we** will try to resolve **your** complaint within three working days of receiving it. If **we** are able to resolve **your** complaint within three working days, **we** will send **you** a *Summary Resolution Communication* detailing this.

If **we** are not able to resolve **your** complaint within three working days, **we** will send **you** an *Acknowledgement* which will include information about **our** complaints handling procedure and what action **we** are taking. **We** will keep **you** updated with **our** progress and send **you our** *Final Response* within eight weeks which will detail the outcome of **our** investigation, decision and any next steps.

If You Remain Unhappy

If **you**:

- Are not happy with the final response to **your** complaint, or
- **You** have not received a response within eight weeks of the date **you** made the complaint,

You may be able to refer **your** complaint to the Financial Ombudsman Service, but **you** must do this within six months. Referring **your** complaint to the Financial Ombudsman Service will not affect **your** legal rights. **You** can find more information at:



www.financial-ombudsman.org.uk

The Financial Ombudsman Service offers free and independent help to help resolve complaints when **you** are not happy with the response **you** have received. It's contact details are:



complaint.info@financial-ombudsman.org.uk



0800 023 4567 (calls to this number are free on mobile phones and landline)



0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)



Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

About Us and Our Services

Regulatory Information

Gigasure is a trading name of Gigasure Services Limited, Company No. 15019007. Its registered office address is 26 Ives Street, London, SW3 2ND. Gigasure Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), Register No. 1005421.

This policy is underwritten by AmTrust Specialty Limited whose registered office is Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, United Kingdom and it is registered in England number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

Laws Applicable

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English.

Third Party Rights

No third party has a right to enforce the terms of this policy under the Contracts (Rights of Third Parties) Act 1999, unless **we** have stated otherwise.

Dual Insurance

If anything which is covered by this policy is also covered by any other insurance which **you** have, **we** will only pay **our** share of any claim.

Fraud

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty.

If any claim made by **you** or anyone acting on **your** behalf under this policy is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

1. Cancel the policy and refuse to pay any claim;
2. Not pay any claim in full; or
3. Not pay **your** claim;

And **we** may:

1. Recover (from **you**) any payments **we** have already made in respect of that claim;
2. Cancel **your** insurance from the time of the fraudulent act; and/or
3. Inform the police of the fraudulent act.

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the premium already paid.

Sanctions

We will not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Financial Services Compensation Scheme (FSCS)

The FSCS covers AmTrust Specialty Limited. **You** may be able to get compensation from the FSCS if AmTrust goes out of business and **you** lose money. This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more information from:



www.fscs.org.uk



0800 678 1100 (calls are free)



020 7741 4100



Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Data Protection

How Gigasure Will Use Your Personal Data

We are committed to upholding and handling **your** personal data in accordance with current Data Protection Legislation. To understand how **your** personal data is processed by **us**, please see the summary below and full privacy notices which is available on **our** website:



www.gigasure.com/privacy-policy

There is certain personal data that **we** need to collect about **you** and process in order to provide and service **your** insurance policy and/or for the purposes of **our** legitimate interests.

We may share **your** personal data with:

- **Our** appointed **claims handlers** and service providers who help provide and service **your** insurance policy.
- With the police and law enforcement agencies, other financial services organisations and anti-fraud databases for underwriting and fraud prevention purposes.
- The relevant ombudsman in order to meet **our** legal obligations in the event **you** have a complaint about **our** insurance policy or services.

We will not share **your** personal information with anyone else for marketing purposes.

How AmTrust Will Use Your Personal Data

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit AmTrust's website:



www.amtrustinternational.com/dpn

There are different reasons for using your information. AmTrust will need it to:

- Give you this policy.
- Protect both **you** and AmTrust against fraud and money laundering.
- Follow the law and regulations that apply.

AmTrust might need **your** information:

- To run through its computerised system to see if it can offer **you** this insurance policy.
- To help **you** if **you** have any queries or want to make a claim.
- To give **you** information, products or services that **you** ask it for.
- For research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy or to help **you** with a claim. It will only use this information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes for example:

- Companies in the AmTrust group and people it works with.
- Reinsurers, insurance brokers, insurance reference bureaus and agents.
- Credit and fraud agencies.
- Medical professionals.
- Regulators and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- Provide **you** with the information it has about **you**.
- Restrict or stop processing **your** information in certain occasions.
- If there are any mistakes or updates, **you** can ask AmTrust to correct them.
- Delete **your** information (although there are some things it cannot delete).
- Give **your** information to some else involved in **your** policy.
- Not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- Will not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- Only keep your information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. Their contact details are on the website:



Gigasure

The Gigasure app,
your travel companion that
works tirelessly by your side

