DUNCAN SELF DRIVE

Collision damage waiver information

Customer guide for car and van hire

This guide explains collision damage waiver (CDW), your potential financial responsibility and what to do after an accident when hiring from Duncan Hire Ltd trading as Duncan Self Drive. Read it alongside your rental agreement, which sets out the excess, protection and exclusions for your hire.

How collision damage waiver works

CDW is a contractual waiver that limits your financial responsibility for covered damage to the hired vehicle, usually to the excess stated in your rental agreement. It is not a separate motor insurance policy and does not mean that all damage is covered or that you will have nothing to pay. Any excess reduction applies only where included in your agreement.

Collisions involving another person or vehicle

CDW concerns damage to the hired vehicle. Claims for injury to others or damage to their vehicle or property are dealt with under the applicable motor insurance, subject to the policy and the law. Any separate third-party excess depends on your agreed terms; CDW does not automatically remove it.

Excess payments while a claim is investigated

Another driver being involved, or your belief that they caused the accident, does not automatically remove your excess. Where your rental agreement lawfully permits, we may collect an excess while responsibility and recovery are investigated. Payment does not itself establish fault. For covered damage, the excess is a maximum contribution towards that damage, rather than an automatic flat charge where the recoverable damage cost is lower.

Recoveries and refunds

If a third party or their insurer reimburses the relevant loss, we will account for the recovery and refund any corresponding payment that is no longer due. Partial recovery or shared responsibility may affect the refund. We will also refund any other sum found not to be due under your agreement. We will not recover the same loss twice.

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Exclusions and accident reporting

Negligence and damage involving people, equipment or machinery

Damage caused by negligent acts of the hirer or people acting on their behalf, including careless use of equipment or machinery during loading, unloading or handling, is treated as customer negligence. Where expressly excluded by the agreed rental terms, this damage is not covered by CDW or an excess reduction. You are as a result responsible for the full legally recoverable loss, which can exceed the excess. This does not automatically exclude damage caused by an unrelated third party.

Other exclusions and charges

Depending on your agreed rental terms, exclusions may include tyres, glass, roof or underbody damage, use by an unauthorised driver, or driving under the influence of alcohol or drugs. Check the exclusions before hiring. Any administration, recovery or loss-of-use charges must be clearly agreed, fair and legally recoverable.

What to do after an accident

1. Stop safely and assist anyone injured. Call 999 if emergency assistance is needed.

2. Exchange your name and address, the vehicle owner's name and address, and vehicle registration details with anyone entitled to request them. Obtain the other party's insurance details and witness details, and take photographs where safe.

3. If you do not give your name and address at the scene, report the collision to police as soon as reasonably practicable and within 24 hours. If another person is injured and you do not produce your insurance certificate when required at the scene, report it as soon as possible and within 24 hours, and produce the certificate for police within seven days.

4. Notify Duncan Self Drive promptly using the contact details in your rental agreement. Complete our accident report, forward relevant correspondence and cooperate with insurers. Give accurate facts. Do not agree a private settlement or authorise repairs without our approval.

Your agreement and your rights

This guide explains the existing rental agreement. It does not introduce new charges or exclusions, replace the agreed terms or restrict your statutory rights. Please contact Duncan Self Drive if you need clarification before hiring or wish to query a charge.