

VEHICLE HIRE EXCESS INSURANCE



Leisure Guard Vehicle

Scheme Reference Number: CDLG2101

LEISURE GUARD VEHICLE HIRE EXCESS INSURANCE

This policy has been arranged by ROCK Insurance Group which is a trading style of Rock Insurance Services Limited on behalf of Leisure Guard Insurance which is a trading style of Leisure World Developments Limited who act as agents of the insurer in collecting premiums due from clients, such monies are deemed to be held by the insurers with which **Your** insurance is arranged. Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

You can check the regulatory status of ROCK by visiting <http://www.fca.org.uk/register> or by telephoning 0800 111 6768.

To contact us about **your** policy telephone: 0333 300 2160 or email LeisureGuard@rockinsurance.com.

INSURER

Insurance Company 'Euroins' AD are authorised and regulated by the Bulgarian Financial Supervision Commission. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

DATA PROTECTION

Any information that **you** have given to ROCK will be used for the administration of **your** policy. The information that **you** have provided will be shared with the following parties:

The insurers of the policy, Insurance Company 'Euroins' AD, to obtain a premium if **your** quote requires referral to them. The personal information that will be shared with the insurer at this time will be **your** name, **your** contact details and any medical history as declared to **us** by **you**.

If **you** purchase a product with ROCK, **your** information will be shared with the insurer of the policy to underwrite **your** policy.

In the event of a claim **your** personal information will be shared with the insurer and their appointed emergency assistance company and/or claims administrator. Details of these organisations are stated within this policy terms and conditions.

The Financial Conduct Authority and/or other regulatory/governing bodies for the purposes of compliance monitoring and to prevent and detect fraud.

We reserve the right to disclose personally identifiable information in order to comply with the law, applicable regulations and government requests.

We also reserve the right to use such information in order to protect **our** operating systems and integrity as well as other users.

Any third parties employed by **us** to process **your** data on **our** behalf are subject to contractual obligations to protect the security of **your** data. These activities are carried out within the UK and European Economic Area (EEA), and outside the EEA. The data protection laws and/or the agreements **we** have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements **we** have entered into within the EEA. **You** are entitled, on request, to a copy of the personal information ROCK holds about **you**, and **you** have other rights in relation to how we use **your** data (as set out in ROCK's privacy policy which can be accessed through links on **your** insurance certificate). Please let **us** know if you think any information held about **you** is inaccurate, so that it may be corrected.

CHOICE OF LAW

This insurance is issued from the United Kingdom and shall be governed by the Laws of England.

TAX

We will charge the amount of tax as directed by the relevant authorities in **your** country of residence.

CORRESPONDENCE

ROCK Insurance Services Limited as the agent responsible for the sale of the policy normally corresponds via email. By purchasing this policy **you** agree to this form of communication and agree to update ROCK immediately if there is any change to **your** email address.

CHANGE IN CIRCUMSTANCES

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any **claim** **you** make or could result in **your** insurance being invalid.

SANCTIONS

We shall not provide any benefit under this **policy** to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

ACCESSIBILITY

Upon request **we** can provide large print versions of the **policy**. If **you** require an alternative format **you** should contact **us**.

THIRD PARTY RIGHTS

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

FRAUD

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- will not be liable to pay the **Claim**; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- We** need not return any of the premium paid.

WHO CAN BUY VEHICLE HIRE INSURANCE?

Any person:

- Holding a valid full UK, EEA [European Economic Area] or Swiss driving licence;
- Permanently resident in the United Kingdom;
- Eligible to hire and drive a **hired vehicle** and able to adhere to the terms of the **hire agreement**;

- If **you** are renting from a Car Club, **you** and only other named drivers who are Members of the Car Club are authorised to drive the rented vehicle;
- Age limits that apply:

Vehicle	Min Age	Max Age
Cars	21	84
Van	24	74
Mini-bus	24	74
Motor Home	24	74

VEHICLES COVERED BY THIS POLICY

Any vehicle with a value up to £50,000 (excluding tax) at the time of the policy being incepted and less than 20 years old at first registration.

- Cars** with up to 9 seats.
- Vans** up to 7.5T.
- Mini-Buses** up to 7.5T and 15 seats in capacity.
- Motor Homes** or **Camper Vans** up to 7.5T (exclusions apply).

The type of vehicle covered by this policy will be shown on the certificate of insurance.

Please Note: **Van** and **Mini-Bus** cover is only available for Single Trips in the United Kingdom and Europe.

DAILY OR ANNUAL POLICIES

This insurance can be purchased as either a daily policy insuring a single hire agreement or as an annual policy insuring unlimited hire agreements up to 31 days in length. Policies are available as follows:

Vehicle	Daily	Annual
Cars	Up to 180 days	Yes
Van	Up to 14 days	No
Mini-Bus	Up to 14 days	No
Motor Home	Up to 45 days	No

GEOGRAPHICAL LOCATION

United Kingdom and Europe

Europe means all countries west of the Ural Mountains, British Isles, Ireland, and islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, Israel and the Azores.

Worldwide

Means anywhere in the world.

CANCELLATION AND COOLING-OFF PERIOD

We hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel this policy, should it not meet **your** needs, within 14 days from either the date of purchase or receipt of **your certificate of insurance**, whichever is later, and provided that **you** have not commenced **your hire agreement**, have not reported or are not intending to report a claim.

If **you** do decide to cancel the policy during the 14 day cooling off period then **your** premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim and that **you** have not started **your hire agreement**. Should **you** decide to cancel after the 14 day cooling off period no refund will be given.

We may cancel this policy at any time if **you** have not paid **your** premium or if there is reasonable evidence that **you** misled **us** or attempted to do so. By this **we** mean, if **you** are dishonest or use fraudulent means to benefit under this policy or if **you** give any false declaration or make a deliberate misstatement when applying for this cover or when making or supporting **your** claim.

We will contact **you** by email and tell **you** at **your** last known email address if **we** cancel **your** policy, or by letter if **we** do not hold an email address for **you**.

WHAT MAKES UP THIS POLICY?

This Policy and the Certificate of Insurance must be read together as they form **your** insurance contract.

CLAIMS NOTIFICATION

If **you** need to make a claim please obtain a claim form by telephoning or writing

to the claims service below within 28 days of **your** return, quoting the scheme reference number shown at the top of this document and which section of the policy **you** are claiming under. Alternatively, **you** can register **your** claim online, download claim forms and access a comprehensive list of FAQ's to help **you** with the claims process:

International Medical Rescue Claims
15 East Links
Tollgate
Eastleigh
Hampshire
SO53 3TG
Phone: 02380 177296
Email: claims@im-rescue.com
Web Claims: www.im-rescue.com

You will need to provide:

- A copy of **your hire agreement**.
- A copy of the local police report, if required by law in the country where the loss occurs.
- Your** copy of the **hire company** accident damage report and a photographic picture of the damage caused.
- Invoices / Receipts / other documents confirming the amount **you** have paid in respect of the damage to the **hired vehicle** for which **you** are seeking reimbursement.
- A final repair invoice from the repairing garage which details the breakdown of parts and labour.
- Copy of **your** credit/debit card statement showing payment of the damages which **you** are seeking reimbursement.
- Copy of the driving licence of the policy holder and the person named on the **hire agreement** in control of the vehicle at the time of the incident.
- Any other documentation requested by **us** in order to settle **your** claims.
- Your** bank details:
 - UK** Bank - Sort Code and Account Number.
 - Bank based outside the **UK** - IBAN and BIC.

DEFINITIONS

Additional Travel Expenses means any additional travel costs **you** incur in connection with a loss under the relevant section of this policy.

Auto Glass means any glass that forms part of the **hired vehicle** and includes windscreens, windows, internal and external lights and sunroof.

Business Use Class 3 means the insured person and any named driver(s) using the motor vehicle for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the motor vehicle to travel from customer to customer on commercial business.

Car means a motor vehicle which is constructed for the carriage of passengers and their effects and is adapted to carry no more than nine passengers.

Commercial Use means the insured person and any named driver(s) using the motor vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

Country of Residence means the country where **you** are ordinarily permanently resident, spend more than 91 days per year, pay tax or are registered with a Medical Practitioner.

Europe means all countries west of the Ural Mountains, British Isles, Ireland, and islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, Israel and the Azores.

Excess Reimbursement means the amount that **you** are liable for under the terms of the **hire agreement** being the excess on the Collision Damage Waiver and Theft insurance policies provided by the **hire company**.

Hire Agreement means the contract signed by **you** for the hire of the vehicle.

Hire Company means a company licensed in the territory in which it is situated to provide vehicles for hire.

Hired Vehicle means any vehicle rented under a **hire contract** on a daily or weekly basis from such a **hire company** or agency, which must be licensed with the regulatory authority of that country, state or local authority.

Lead Driver means the person whose name is listed on the **hire agreement** as contractually responsible for the **hired vehicle**.

Loss of Use means the period during which vehicle hired by **you** is not available for hire due to damage caused during the **hire agreement**. **Loss of use** charges are calculated at the same rate at which **you** paid when **you** hired the vehicle.

Mini-Bus means a vehicle up to 7.5T designed to carry up to 15 persons.

Motor Home/Campervan means a vehicle up to 7.5T which includes sleeping and cooking facilities.

Public Highway is deemed as any road made or unmade that is intended for use by the general public.

Safari An expedition to observe or hunt animals in their natural habitat.

Towing means recovery of the vehicle following an accident, theft, malicious damage, fire or mechanical breakdown to the nearest premises owned by the **hire company** or the original pick up location whichever is closest.

UK and **United Kingdom** means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

Under body means the underside of the vehicle excluding bumpers, trim, tyres and wheel rims.

Van means a vehicle up to 7.5T designed specifically to carry goods. **Valuables** Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any computer equipment (including software), furs, or leather clothing (apart from footwear).

You, your means the person(s) named on the vehicle **hire agreement** and on the certificate of insurance as named drivers which attaches to this policy. The person signing the **hire agreement** must be the policyholder.

We, us, our means Insurance Company 'Euroins' AD.

Worldwide means any country.

GENERAL CONDITIONS IN ADDITION TO THOSE SHOWN ELSEWHERE IN THIS POLICY

1. **You** agree to abide by the terms and conditions of this policy at all times.
2. **You** must advise **our** appointed claim handlers within 1 calendar month of the end of the **hire agreement** of any incident that may give rise to a claim under this policy.
3. All certificates, information and evidence required by **our** appointed claim handlers shall be provided at **your** expense.
4. Except with **our** written consent, **you** are not entitled to admit liability on **our** behalf or to give any representations or other undertakings binding upon **us**. **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.
5. **We** may at **our** own expense take proceedings in **your** name to recover compensation from any third party in respect of any reimbursement made under this Insurance and any amounts recovered shall belong to **us**. **You** agree to provide reasonable assistance to **us** to recover such amounts.
6. This insurance is provided for one **hired vehicle** at any one time, which may only be driven and operated by **you** unless **you** have purchased the Dual Lead Driver optional extra.
7. Cover commences from the time **you** take legal control of the **hired vehicle** and ends at the time the **hire company** assumes control of the **hired vehicle** whether at its business location or elsewhere.
8. This policy and any optional extras must have been purchased prior to the commencement of the **hire agreement** for which **you** wish this policy to be operative.
9. **You** may amend **your** policy prior to the start of a **hire agreement**; any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
10. Where there is dual insurance, please let **us** know, so that **we** pay **our** proportion of **your** claim.
11. **You** must follow any recommendations, laws or regulations made by any government or other authority both before and during the period of insurance, including government regulations that **you** must not travel and leave the United Kingdom during a pandemic lockdown situation. If **you** chose to travel against government lockdown travel regulations, outside of Foreign, Commonwealth and Development Office travel advice, **you** will not be covered for any claim **you** make.
12. When purchasing a daily policy, the policy must coincide with the period shown on the **hire agreement**. No policy can be issued retroactively.
13. This insurance policy in its entirety is invalid if the dates on the **hire agreement** and the dates on the Certificate of Insurance do not match.
14. The **lead driver** indicated on the **hire agreement** must coincide with the policy holder and **lead driver's** name on the Certificate of Insurance.
15. **We** reserve the right to apply additional terms on renewal.

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

1. Any loss or damage to a third party including bodily injury and property.
2. Any loss that occurs where the full premium has not been paid.
3. Any loss arising from driving as **your** occupation or profession or rentals for **commercial use** or **business use class 3**.
4. 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 any drug addiction).
5. Loss or damage directly or indirectly caused through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Any fraudulent, dishonest or criminal act committed by any person(s) in connection with this policy.
7. Loss arising from operation of the **hired vehicle** in violation of the terms of the **hire agreement**.
8. Any amount recovered from the **hire company** or its insurers.
9. Any vehicles which are not hired from a **hire company**.
10. Wear, tear, mechanical or electrical breakdown, other than for **towing**.
11. Losses arising out of illegal activities.
12. Driving by any persons not authorised by the **hire company**.
13. Claims made by any person not named on the Certificate of Insurance.
14. The rental of: trailers or caravans; trucks; commercial vehicles (other than vans up to 7.5T); motorcycles; mopeds; motorbikes; off-road vehicles; or any vehicle changed from its standard factory specifications.
15. Expenses reimbursed by the insured person's employers' insurer.

16. Losses occurring from driving whilst not on a **public highway**.
17. Losses occurring from driving on **safaris** or adventure trails.
18. **Additional travel expenses** unless otherwise stated in the policy wording.
19. Damage to the **hired vehicle** interior unless the damage is as a result of an accidental collision fire, theft or vandalism.
20. Any claim arising whilst driving in violation of the road laws of the country of hire.
21. Any claim arising for the rental of any vehicle which has a retail value when new in excess of £50,000 and has a 0-62mph (0-100kph) time of less than 6 seconds.
22. Call out charges not related to the main claim.
23. Payment card transaction fees.
24. Courtesy cars from a repair garage or dealership.
25. **You** are not covered for any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to **you**.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **you** have any cause for complaint, please address these in the first instance to:

The Compliance Manager,
ROCK Insurance Group,
Griffin House,
135 High Street,
Crawley,
West Sussex,
RH10 1DQ
Email: admin@rockinsurance.com

For complaints about how a claim has been handled **you** should contact:

International Medical Rescue Claims
15 East Links
Tollgate
Eastleigh
Hampshire
SO53 3TG
Email: complaints@im-rescue.com

If **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London, E14 9SR
Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

ROCK Insurance Group adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. **You** can access the Online Dispute Resolution Portal here: <https://webgate.ec.europa.eu/odr/main/?event=main.about.show>

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this policy. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

AUTORENEWAL

To make sure **you** have continuous cover under **your** policy, Rock Insurance Services will aim to automatically renew (auto-renew) **your** annual policy when it runs out, unless **you** tell them not to. Each year Rock Insurance Services will contact **you** 21 days before the renewal date of **your** policy, and tell **you** about any changes to the premium or the policy terms and conditions. If **you** do not want to auto-renew **your** policy, just call them on the telephone number provided on **your** Certificate.

Otherwise they will collect the renewal premiums from **your** credit card or debit card.

You should also note that **your** renewed policy will only be valid when:

- **You** have told Rock Insurance Services about any changes to **your** policy details;
- and **your** credit card or debit card details have not changed.

In some cases Rock Insurance Services may not be able to automatically renew **your** policy. They will let **you** know at the time if this is the case. Rock Insurance Services is entitled to assume that **your** details have not changed and **you** have the permission of the card holder unless **you** tell them otherwise. Rock Insurance Services does not have **your** payment details. They will tell the relevant processing bank that have **your** payment details to charge the relevant premium to **your** debit card or credit card on or before the renewal date.

You can tell Rock Insurance Services about any changes to **your** policy details or opt out of automatic renewal at any time by phoning them on the telephone number provided on **your** certificate of insurance.

WHAT IS COVERED

EXCESS REIMBURSEMENT, LOSS DAMAGE WAIVER AND TOWING

What you are covered for

This section covers **you** up to the amount shown in the summary of cover table for any physical loss or damage to the **hired vehicle** which **you** are responsible for under the terms of the **hire agreement** following a fire, lightning strike, explosion, accident, accidental damage, theft or attempted theft, malicious damage, storm and flood. This section includes loss or damage to **auto glass**, roof, tyres, wheel rims and the **under body** and **towing** and **loss of use**.

What you are not covered for

1. The excess shown in the summary of cover.
2. Damage to the **hired vehicle** interior unless the damage is as a result of an accidental collision fire, theft or vandalism.
3. Loss or damage to the contents of the **hired vehicle**.
4. In respect of **Motor Homes/Campervans** any losses relating from Fire.
5. Anything mentioned in the general exclusions.

ADMINISTRATION CHARGES

We will pay up to the amount shown in the summary of cover in respect of unrecoverable administration charges levied by the **hire company** following loss or damage to the **hired vehicle**.

KEY COVER

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for costs incurred for replacing damaged, lost or stolen **hired vehicle** keys, including replacement locks and locksmith charges unless only the parts needed to be changed.

What you are not covered for

1. More than 4 claims per policy year for annual policies
2. Anything mentioned in the general exclusions

LOCKED OUT COVER

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for costs incurred to open the **hired vehicle** if **you** unintentionally lock yourself out of the **hired vehicle**. The **hire company** must approve the locksmith prior to a locksmith being called out.

What you are not covered for

1. Damaged caused by **you** or the locksmith in opening or attempting to open the **hired vehicle**.
2. Anything mentioned in the general exclusions.

MISFUELLING

What you are covered for

In the event that **you** put the wrong type of fuel into the **hired vehicle** we will pay **you** up to amount show in the summary of cover for costs **you** incur in respect of:

1. Flushing the engine of the incorrect fuel;
2. **Additional travel expenses;**
3. Vehicle recovery.

What you are not covered for

1. Repairs to the engine or associated parts;
2. Costs associated with any missed departure;
3. Anything mentioned in the general exclusions.

DROP-OFF CHARGES

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for charges made by the **hire company** to recover the **hired vehicle** if there is no-one authorised to return the **hired vehicle** to the agreed drop-off point following **your** accident or illness for which hospitalisation takes place. **You** must present a medical certificate or letter from a Medical Practitioner confirming the hospitalisation.

What you are not covered for

1. One-way Hire Agreements;
2. Anything mentioned in the general exclusions.

OPTIONAL EXTRAS

The following Optional Extras are operative when shown on the certificate of insurance and the appropriate premium has been paid. Once included the optional extras cannot be removed or refunded unless the policy is cancelled. Limits stated are on a per claim basis and are not cumulative across the period of insurance.

DUAL LEAD DRIVER

The terms and conditions of this policy are amended to allow two **lead drivers**, persons named on the certificate, to rent vehicles independently of each other. Both persons must be permanently resident at the address shown on the Certificate of Insurance and are deemed as joint policyholders.

EXTENDED HIRE AGREEMENT

For Annual policies we agree to extend the maximum length of any one **hire agreement** to 60 days on payment of the agreed premium

INCREASED COVER LIMIT

Excess reimbursement is amended to increase the insured sum to £50,000. This section will come into force only if the **hire agreement** does not contain any Collision and/or Loss Damage Waiver Insurance provision. Only available on Worldwide policies.

SUMMARY OF COVER

Vehicle	Excess Reimbursement	Tyres, Windscreen, Underbody	Towing	Loss of Use	Excess Payable
Cars	£8,000	£8,000	£500	£500	Nil
Motor Home/Campervan	£2,500	£2,500	£500	£500	£100
Van	£2,500	£2,500	£500	£500	Nil
Mini-Bus	£2,500	£2,500	£500	£500	Nil
Key cover	£500 (per claim) £2000 per year for annual policies				Nil
Locked out cover					£100
Misfuelling					£500
Admin charges					£200
Drop-off charges					£300

Limits stated are on a per claim basis and are not cumulative across the period of insurance, unless otherwise stated.