



Leisure Guard

INSURANCE SERVICES



**Vehicle Hire Excess & Damage
Insurance Policy Wording**

Welcome to your vehicle hire excess & damage policy

Thank you for choosing this Vehicle Hire Excess & Damage Insurance policy.

Your policy is designed to provide financial reimbursement in the event of certain covered incidents leading to you having to pay an applicable excess, losing a paid deposit, pay any cost for damage or incur any loss or specific event during the use of a hire vehicle which you hire under a valid agreement from a registered vehicle rental company.

Please make sure you read this document carefully to ensure the policy meets your specific cover needs.

Policy suitability and overview of cover

This policy is suitable for individuals who wish to benefit from financial protection in the event of an incident involving a vehicle they have hired from a rental company, to cover the amount they are liable to pay to the rental company (excess, deposit or other charges applied) after the event and certain other losses related to the event (as specified under *What is Covered*).

It is not suitable for individuals who seek total insurance and liability cover for rental vehicles (including third party, fire and other liability), protection beyond the financial limits specified in this document, or full travel, medical or life insurance cover for any trips in the United Kingdom or abroad. Other policies should be purchased for these purposes as required, including checking with the vehicle rental company what basic insurance cover is already included with the vehicle.

Neither the insurer of this policy nor ROCK Insurance Services Limited ('ROCK'), who arrange the cover, provide any personal advice or recommendations with respect to the suitability of this product for your needs, trips and vehicle hire and/or usage. You are solely responsible for ensuring the policy meets your needs based on the information provided in this policy document, your Policy Schedule, the sales process and any other documentation made available to you, and by purchasing this policy confirm you understand and are comfortable with this.

Submitting a claim

Online:

www.excessclaim.co.uk

By email:

carhireclaims@axa-assistance.co.uk

Our claims department operates Monday to Friday between 9am - 5pm. We will review your claim as soon as possible once received.



**Call our Customer
Service Team**

0333 300 2181

Monday - Friday: 08:30 - 18:00

Saturday: 09:00 - 17:00

**Sunday and Bank Holidays:
Closed**

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Useful Information

Status disclosure

This policy is administered/provided/arranged by ROCK Insurance Services Limited ('ROCK').

The policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with registered head office at Regent Boulevard 7, 1000 Brussels. 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. Inter Partner Assistance S.A. UK Branch is part of the AXA Group.

You may check all the above details for both companies on the Financial Conduct Authority's Register by visiting this website: www.register.fca.org.uk.

Applicable law

This policy is governed by the laws of England and Wales only, and in the event of a dispute between us and you, both agree to be exclusively governed by the jurisdiction of the Law Courts of England and Wales. All communication and documentation in relation to this policy will be in English.

Correspondence

To save the environment and for your convenience, ROCK, as the agent responsible for the sale of the policy, normally sends all correspondence to you 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.

Important information

This document sets out the full terms and conditions of your cover, so it is important that you read it carefully, alongside your Policy Schedule, which confirms full details of the cover you have chosen.

If we make any changes to your policy, we will confirm these to you separately in writing so that you may consider whether the policy remains suitable for your needs.

Each section of this document explains what is, and is not, covered. It is therefore important that you read and understand it, particularly the exclusions in each section (what is not covered) and general conditions and exclusions (things you must respect or do, and general things we do not cover under this policy) to make sure you are fully entitled to the cover and do not have unexpected problems in the future.

Changes to your policy

You can make a change to your policy at any time during the year. If you do this an administration fee of £10 will apply as well as any additional premium.

The administration fee is non-refundable.

Summary of Cover and Applicable Limits



COVER BENEFIT AND LIMIT SUMMARY

The limits below for each section of the policy apply to each claim and are not cumulative across the period of insurance unless shown in the table below for certain benefits. For annual policies, there is **no limit to the number of claims** you can make.

COVER SECTION		INDIVIDUAL BENEFIT LIMITS (per claim unless specified)
	EXCESS OR DEPOSIT REIMBURSEMENT & DAMAGE WAIVER	
	Reimbursement of the excess charged, or deposit retained, by the vehicle rental company following an incident. Loss of, or damage to: • Roof of the vehicle • Windows, windscreen, glass in sunroof or other part of the vehicle • Undercarriage • Tyres	Up to £10,000 • <u>Roof</u>: Up to £10,000 • <u>Glass/Windows</u>: Up to £10,000 • <u>Undercarriage</u>: Up to £10,000 • <u>Tyres</u>: Up to £10,000
	LOSS OF USE	Up to £500
	ADMINISTRATION CHARGES	Up to £200
	VEHICLE HIRE KEY COVER	Up to £500 per claim For annual policies: Up to a maximum of £2,000 in the period of insurance
	MISFUELLING	Up to £500
	ROADSIDE AND TOWING	Up to £500
	AUTOMATIC EXTENSION OF INSURANCE DUE TO DELAY	Up to an extra 24 hour period, at no extra cost and maintaining the same policy limits shown above
	LOCKED OUT COVER	Up to £100

	DROP-OFF CHARGES	Up to £300
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Cover period

This insurance policy can be purchased either as a single trip policy, insuring you for a single **vehicle hire agreement**, or as an annual, multi-trip policy which insures you for unlimited **vehicle hire agreements** (up to **31 days** in length each) in a 12-month period from the first day of cover.

Single trip policies cover you for a **vehicle hire agreement** up to **180 days** in length.

Definitions

In this policy, the following words are always used with the same, specific meanings as explained below, and will appear in **bold** print where used with this meaning. The terms **we, us, our, ourselves** and **you, your, yourself** also have the defined meaning listed here, however to make reading this document easier they are not highlighted in bold throughout the policy.

Business or Commercial Use

Any use of the **vehicle** for purposes other than personal travel or transportation. This includes use for direct business and/or related purposes, to solicit orders or deliver pre-purchased goods, use to travel to visit customers on commercial business, and/or use of the **vehicle** as a taxi, minicab, limousine, driving school or any other commercial use for or without financial gain.

Covered Incident

An unexpected, sudden event resulting in damage to, or loss of, the **vehicle** and/or its contents, which can be accidental damage, malicious damage, an accident, theft or attempted theft, fire, lightning strike, explosion, storm or flood, occurring during your **vehicle hire agreement** period under the **hire agreement**.

Hire Agreement

The contract for rental of the **vehicle** for a defined period of time, between you and the **vehicle rental company**, which you have signed and agreed to. This may also be a Car Club hire agreement with an authorised company you are a Member with.

Loss of Use

The inability for the **vehicle rental company** to make the **vehicle** you used available for hire again for a period of time after your rental due to any damage incurred during your hire period.

Period of Insurance

- For single trip policies: this is your **vehicle** hire period, as specified on your **vehicle hire agreement** and Policy Schedule. The maximum length of the **vehicle hire agreement** (and therefore cover period) must be as specified under *Eligibility* and *Cover Period* in this document. Cover under this policy will terminate at the end of your **vehicle** hire period, and must match the dates indicated on the **vehicle hire agreement** to be valid.
- For annual (multi-trip) policies: this is a one year period, commencing and ending on the dates shown on your Policy Schedule. During this period, you are covered for an unlimited number of **vehicle hire agreements** subject to the terms and conditions of this policy. Each hire period must be up to 31 days in length.

Public Highway

Any road or thoroughfare (e.g. parkway, boulevard etc.) made or unmade by humankind intended for and available to use by the general public for travel or transportation purposes.

Third Party

Any other individual, group, company or party other than you or us.

UK/United Kingdom

The United Kingdom of Great Britain and Northern Ireland (England, Wales, Scotland, Northern Ireland) plus the Channel Islands and Isle of Man

Vehicle

A passenger car made for the carriage of passengers and their personal effects, rented by you under the **hire agreement** from the **vehicle rental company** or under an individual or recurring/continued **hire agreement** if the **vehicle rental company** is a Car Club, for a limited and defined period of time and not owned or leased by you. It must have a maximum of 9 seats, a value of up to £50,000 (excluding VAT or applicable local tax equivalent) and be less than 20 years old (at first registration) at the time of the **hire agreement** being signed.

Vehicle Rental Company

A company licensed to operate and provide vehicles for hire in the territory it is located in, which provides you with the **vehicle** under the **hire agreement**. This may also be a Car Club you are a member of, or have an individual or recurring/continued subscription or **hire agreement** with; if this is the case, you must be the named driver and member.

You/Your/Yourself

The policyholder(s) named on **both** the **vehicle hire agreement** and Policy Schedule, who are authorised to drive the **hire** vehicle, and for whom the appropriate insurance premium has been paid under this policy. The policyholders must meet the criteria specified later in this policy document in order to take out and be covered under this policy. If you are hiring the **vehicle** from a Car Club, you must be the named driver and Member of the Car Club authorised to drive the **vehicle**.

We/Us/Our/Ourselves

Inter Partner Assistance S.A. UK Branch, who underwrite (insure) this policy, and/or its authorised agents and suppliers.



DUAL DRIVER/VEHICLE OPTIONAL EXTRA – COVER EXTENSION AND INTERPRETATION

If you have selected the optional extra cover for dual driver/vehicle, and paid the appropriate premium, please note that the terms and conditions of cover are amended as follows:

- You are covered under this policy for two vehicles being hired at the same time, driven by two separate drivers both named on this policy as cover holders and named each on the respective **hire agreement**.
- Cover benefits apply to both drivers/vehicles during the **period of insurance**. Both **vehicles**, and both drivers, must meet all eligibility criteria listed in this document, and respect the conditions and exclusions listed in this document, or cover will only apply to one **vehicle**/driver (or not apply entirely) as relevant.
- All references to 'You' in this document are unchanged and remain to be interpreted as both drivers, and any additional drivers named both on the policy and one or both of the **hire agreements**.
- References to the '**Vehicle**' and '**Hire Agreement**', and their use in the document, apply to both vehicles being covered. Each vehicle, and hire agreement, is governed by the clauses set out in this document.
- All other clauses, definitions and references in this document remain identical, and apply individually to both **vehicles**/drivers covered.

Limits shown on the policy all apply cumulatively and not per vehicle.

This means that if there is an incident involving both **vehicles** (for example, one drives into the other), we will reimburse you cumulatively for the applicable charges up to the policy limit. For example: if vehicle A has an excess of £2,500 and vehicle B of £10,000 and both companies charge you, we will pay a total of £10,000 as per the limit on this policy. That will be a payment of £2,500 for vehicle A and £7,500 for vehicle B.

Geographical Cover Locations

Policies are available either to cover Europe and the **UK** (as defined earlier) or the whole world (Worldwide), as follows:

EUROPE	The UK and Republic of Ireland, all countries west of the Ural Mountains, and related islands in the Mediterranean, plus Morocco, Tunisia, Turkey, Iceland, Israel. Cover includes the Canary Islands, Madeira and the Azores.
WORLDWIDE	Anywhere in the world, excluding the following countries: Afghanistan, Belarus, Congo, Iraq, Ivory Coast, Liberia, Myanmar, Russia, Sudan, Syria, Ukraine, Venezuela and Zimbabwe. Worldwide cover also includes all countries covered under Europe above.



IMPORTANT:

If you travel to a specific country or area against advice of the Foreign, Commonwealth & Development Office (FCDO) that was in place before you commenced your trips, you are **not covered** under this policy.

Eligibility

To be covered under this policy, you must meet all of the following criteria, which you confirmed you do at the point of applying for insurance and are therefore bound by:

1. You (each driver named in the **vehicle hire agreement** and this policy) hold a valid, internationally recognised driving license or permit. This must allow you to drive the **vehicle** you are hiring under the **hire agreement**, and be valid in any country you travel in;
2. You must be the person(s) shown as the named driver on the **hire agreement** for the **vehicle(s)** hired, and must be eligible to hire and drive it and not disqualified from driving in any manner. If you are hiring the **vehicle(s)** from a Car Club, you must be the named Member(s) of the Club and authorised, named individuals to drive the **vehicle(s)**;
3. The **vehicle** you are hiring must have a maximum value of **£50,000** at the start of the **hire agreement** and be no more than **20 years old** (from its first registration date);
4. The **vehicle** you are hiring must have a maximum of **9 seats**, including the driver;
5. You will not use any **vehicle** hired during the **period of insurance** for **business or commercial use**, or for driving off the **public highway**, on a safari or other off-road adventure trail;
6. You are between **21 and 84 years old** (inclusive) at the date of policy purchase;
7. You are a permanent resident of the **United Kingdom**; and
8. Any **vehicle hire agreement** must be up to a maximum of **31 days** in length for annual policies. For a single trip policy, your **vehicle hire agreement** must be up to a maximum of **180 days** in length.

If, at the point of making a claim or any time before then, it becomes evident that you misrepresented, or lied about (knowingly or unknowingly), one or more of these eligibility criteria, we may immediately terminate your policy and treat it as if it never existed, meaning that you will not be reimbursed for any cost, loss or damage or any covered event if you do make a claim. Further information is provided later in this document.

If you become aware, after buying this policy, that you (each and any driver named in the **vehicle hire agreement** and this policy), or the **vehicle(s)** you hire, do not meet any of the following criteria above, please contact us as soon as possible for advice.

How to make a claim

In case of a **covered incident** during your use of the hire **vehicle**, which subsequently leads to the **vehicle rental company** applying an excess or other administrative charges, or any other event related to your **vehicle hire agreement** which is covered by this policy, you can make a claim for refund of these charges by visiting: www.excessclaim.co.uk.

Our simple, easy to use claims website will guide you through a short series of questions about the circumstances of your claim and your personal and policy details, advising on documentation which you must upload to support the claim.

Please read this section and the next (What to do in case of *theft, attempted theft or loss*) very carefully as they contain information on the steps to take in case of a **covered incident** or event giving rise to a potential claim.

If you have any queries about the claim process or need assistance in logging this, you can email us on carhireclaims@axa-assistance.co.uk. Claims will be handled by us or a service provider acting on our behalf.

Please note: You must notify us that you wish to make a claim within 6 months of the covered incident(s) or events taking place, except for Personal Accident & Death claims, for which the timeline is specified in the relevant policy section. We may decide to accept claims made after this time period at our discretion, based on your circumstances and those of your claim. Claims under this policy can only be made by you.

When making a claim, and to make sure we can process this and reimburse you quickly, you should have available the details of your policy, dates and details of the **covered incident(s)** and/or events you are claiming for, and supporting documentation. At a minimum, you must provide:

1. Your original Policy Schedule for this insurance cover;
2. The **vehicle hire agreement** showing your name(s) and signed by (one or all of) you;
3. The **vehicle** condition report issued by the **vehicle rental company**, showing the condition of the **vehicle** at the time the **hire agreement** commenced;
4. Evidence from the **vehicle rental company** that you are being held liable for the charges or costs you are claiming for;
5. A copy of the driving license of the person driving the **vehicle** at the time of the **covered incident** or event (although this may not be needed for certain policy benefits); and
6. Details of your bank account – Sort code and Account number for UK banks, or IBAN and BIC for non-UK banks.

You should also provide, as and if relevant:

- Any original bill, invoice or other receipt you're asked to pay, and receipts of your payments;
- Details of any other insurance policies you may have, which may cover the same loss; and
- As much other evidence as possible in support of your claim. This can be for example: detailed accounts of the circumstances surrounding the event, photographs and video evidence (if applicable), written police reports, medical evidence or witness statements, although this is not an exhaustive list.

Once you log your claim online, our specialist agents will review and validate your claim, and contact you if

we need further information to support the claim. Once we validate all information, we will reimburse you for all charges you incurred which are covered by this policy.



IMPORTANT:

This policy operates on a reimbursement basis. This means that you are required to pay the hire car company directly in the first place for any charges they apply under your **hire agreement**.

It is important that you make sure the credit card you use to cover the vehicle deposit has a sufficient limit.

We will subsequently reimburse you once you provide us with evidence of the **covered incident(s)** and the charges you paid, but we will never directly pay the hire car company ourselves.

We will make payments in settlement of your claim in the currency you have paid in for the policy.

What to do in case of theft, attempted theft (and damage) or loss

Before making a claim for theft, attempted theft (and related damage) or loss of the **vehicle**, you must report these incidents to local police as soon as possible, and in all circumstances within 24 hours of discovering the event has taken place. You should ask for a written report or evidence, which can be electronic, so that you may then make a claim with us, and provide this to the **vehicle rental company** too.

What this policy provides

Under the terms and conditions, and up to the individual and total limits, specified later in this document, we will:



Reimburse you for damage, loss or costs incurred following a **covered incident** or event covered under any section of this policy that takes place during your **hire agreement(s)** under the **period of insurance**.

This shall be in the manner, up to the limit and under the conditions and subject to the exclusions shown under each section of the policy in *What is Covered*.



NOT cover any liability towards third parties, or the cost of actual repairs to, or replacement of, the **vehicle**, following a **covered incident** or event; and

NOT indemnify you beyond the limits of each section of this policy which you may be claiming under, regardless of whether your costs were higher.

Other insurance policies (contribution)

If you make a claim for reimbursement of any cost, liability, loss or damage, or provision of any benefit under this policy, which is also covered by any other insurance policy partially or fully, we will only pay ("contribute") our fair share of the claim. In insurance, this is sometimes known as our "rateable proportion".

Claiming our costs back

If we think a **third party** is at fault for any part of a claim that we pay (e.g. that they may have contributed to or caused the **covered incident** or event(s)), we may follow up that claim against them in your name (or that of anyone claiming cover under this policy) to get back the cost we paid.

You, or anyone claiming under this policy, must give us any help and information required to support this.

Rights of third parties

This insurance policy is strictly between us and you, as explained in the Definitions. There are no rights under this policy for any **third party** who is not a named party on this policy to enforce any conditions, benefit from any cover provision or else.

What is covered

This section provides details of events that are covered for reimbursement under this policy following a **covered incident** or in relation to your **vehicle hire agreement**, and the reimbursement you are entitled to, along with specific conditions and exclusions. Please read each section below to make sure this policy meets your needs, or you may find that you are unable to claim costs and charges you incur from the **vehicle rental company** back from us either partially or entirely.

Please note: All costs quoted in each of the policy sections below (as summarised in the table earlier in this document) are fully inclusive of any local applicable tax or any other fees charged by the **vehicle rental company**.



IMPORTANT: CHECK THE VEHICLE CONDITION BEFORE AND AFTER YOUR RENTAL

It is your responsibility to check the hire vehicle prior to driving away, to identify any pre-existing damage or conditions, and to make sure that these are reported correctly in the vehicle condition report or equivalent document issued by the vehicle rental company. You must make any such damage known to the company before using the vehicle, to avoid charges.

If you return the **vehicle** outside the **vehicle rental company's** opening hours and there is no one available to accept the drop-off, you must take pictures of the **vehicle's** condition at return, with a date and time stamp or on a device that can show this, so that you can prove no damage occurred to the **vehicle**. You must send these to the **vehicle rental company** at the end of your **hire agreement**. Please read the General Conditions for important notes applicable to your policy.

This policy covers you as follows:

SECTION 1A – EXCESS OR DEPOSIT REIMBURSEMENT	
 COVERED	 NOT COVERED (EXCLUDED)
We will reimburse you up to £10,000 in total for: Reimbursement of the excess charged, or deposit retained, by the vehicle rental company under the terms of your hire agreement (including fees and taxes applicable), which is not covered by the basic insurance or collision damage waiver included in the hire agreement, due to a covered incident of any type. For avoidance of any doubt: an “excess” is an amount charged by the vehicle rental company as a contribution towards the costs associated with any incident or damage, which is not recoverable under insurance provided by the company with the vehicle.	- Costs for damage to the interior of the vehicle; - Mechanical failure of the vehicle, or costs due to wear and tear; - Costs for damage to, or loss of, parts of the vehicle that were already defective or damaged at the time of the hire agreement starting, as shown on the vehicle condition report issued to you by the vehicle rental company prior to the start of the hire agreement period. Anything mentioned in the <i>General Exclusions</i> is also excluded from cover.

SECTION 1B – DAMAGE WAIVER

 COVERED	 NOT COVERED (EXCLUDED)
We will reimburse you as explained below for: Costs charged by the vehicle rental company for damage to, or replacement of: Vehicle tyres, up to £10,000. This includes the actual tyre, its rims, alloys and/or any other metal part or attachment which comes with the vehicle as standard; and/or - Any glass part of the vehicle: windows, windscreen and rear window, glass roof and any further parts, up to £10,000; and/or - The vehicle's roof, up to £10,000; and/or - The undercarriage of the vehicle, up to £10,000.	- Costs due to general wear and tear of any of these parts; - Costs for damage to the vehicle's interior; - Costs for damage to, or loss of, any of these parts of the vehicle that were already defective or damaged at the time of the hire agreement starting, as shown on the vehicle condition report issued to you by the vehicle rental company prior to the start of the hire agreement period. Anything mentioned in the <i>General Exclusions</i> is also excluded from cover.

SECTION 2 – ADMINISTRATION CHARGES

 COVERED	 NOT COVERED (EXCLUDED)
We will pay you up to £200 in total for: Reimbursement of any charges the vehicle rental company applied to you following an incident affecting the vehicle, which are not covered by any other insurance and you could not or cannot recover.	- Administration fees not relating to a claim for an incident involving you and the vehicle (for example, normal fees applied to the hire agreement by the vehicle rental company) - Claims for loss of use of the vehicle, which are covered under a separate section in this policy. Anything mentioned in the <i>General Exclusions</i> is also excluded from cover.

SECTION 3 – LOSS OF USE

 COVERED	 NOT COVERED (EXCLUDED)
We will pay you up to £500 in total for: Reimbursement of any charges the vehicle rental company applied to you for loss of use of the vehicle following a covered incident you were involved in. This will be paid at the same rate which you paid per day to hire the vehicle under the hire agreement, for the number of days the vehicle remains unavailable for hire and up to the maximum limit shown above.	- Administration fees not relating to a claim for an incident involving you and the vehicle (for example, normal fees applied to the hire agreement by the vehicle rental company); - Any amount for loss of use, charged by the vehicle rental company to you, in excess of the daily rate you paid for the vehicle under the hire agreement. Anything mentioned in the <i>General Exclusions</i> is also excluded from cover.

As an example: if your daily charge under the **hire agreement** was £30, and the **vehicle rental company** applies **loss of use** charges for 2 days, we will pay a total of £60 – even if the company charges you more.

SECTION 4 – HIRE VEHICLE KEY COVER



COVERED

We will reimburse you up to **£500 per claim in total**, and for annual policies up to a maximum of **£2,000 in total** for the **period of insurance** for:

The cost to replace the **vehicle's** keys or lock transmitter if during the **hire agreement** period these are:

- Lost; or
- Stolen; or
- Damaged.

This also includes, if necessary, the cost to replace the **vehicle's** locks, and/or for a locksmith to break into the **vehicle**.



NOT COVERED (EXCLUDED)

- Issues with the **vehicle's** keys or locks that were known at the start of the **hire agreement** period, which you should have pointed out to the **vehicle rental company**.

Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

You must ensure the vehicle rental company approve the use of a locksmith before they are called out, and agree how to proceed with them.

SECTION 5 – MISFUELLING



COVERED

We will reimburse you up to **£500 in total** towards:
Costs incurred as a result of you putting the wrong type of fuel into the **vehicle** during the **hire agreement**.

We will reimburse you for either:

- Draining and flushing the **vehicle's** fuel tank onsite, using a specialist roadside vehicle; or if not available locally
- Recovery of the **vehicle** and up to seven (7) passengers (including you, the driver) to the nearest repairer for draining and flushing of the tank.



NOT COVERED (EXCLUDED)

- Any costs related to the misfuelling in excess of the limit shown on the left;
- Reimbursement for fuel in excess of 10 litres, after draining and flushing the tank;
- The costs of any repairs or costs to cover damage arising from any foreign matter entering the fuel system except for the right type of fuel;
- Mechanical or component damage to the **vehicle**, caused by the misfuelling;
- The cost of hiring an alternative vehicle if damage or the misfuelling mean the original **vehicle** cannot be used;

We will also reimburse you for the cost of refilling the fuel tank with 10 litres of the correct type of fuel.

- Any defect deemed not to be a direct result of the misfuelling, or anything which existed before the incident;
- Costs relating to missed travel connections, return travel, other departure or overnight accommodation as a result of the misfuelling, or any incidental cost (such as loss of earnings) for the same reason;
- Misfuelling on vehicles other than those hired to yourselves and listed on the **hire agreement**.

Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

You can only claim **ONCE** for this benefit during the period of insurance, even if you misfuel multiple times.

SECTION 6 – ROADSIDE ASSISTANCE / TOWING



COVERED

We will refund you up to **£500 in total** for:

The cost of roadside assistance and/or recovery and towing of the hire **vehicle** (all fees and applicable tax included), if the **vehicle** breaks down or following an incident leaves you unable to commence, continue or complete a journey as it is unsafe to drive, immobilised or not functioning.

This includes all costs (attending the scene, attempting any roadside assistance if applicable, and towing the **vehicle** if not possible to fix it directly at the roadside).



NOT COVERED (EXCLUDED)

- Any reimbursement if the recovery and/or roadside assistance is arranged and paid for by the **vehicle rental company** instead of yourself, and there is no cost to you;
- Any such costs, if you cannot supply an invoice and itemised receipt or evidence of payment by yourself;
- The costs of the actual repairs to the **vehicle** following the breakdown or incident;
- Making direct arrangements for roadside assistance and/or recovery. You should do this yourself, and claim the costs back from us thereafter as a reimbursement if not covered by the **vehicle rental company**.

Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

You must immediately contact the vehicle rental company in the first place in case of a breakdown or incident and follow their instructions.

This benefit applies **ONLY** if you are required to arrange and pay for the cost of roadside assistance or recovery yourself.

SECTION 7 – AUTOMATIC INSURANCE EXTENSION DUE TO DELAY



COVERED

We will automatically extend the **period of insurance** on this policy by an extra **24 hours (1 calendar day)** free of charge if:

Your travel itinerary is disrupted due to circumstances that are unforeseen and out of your control, meaning you are unable to drop off the **vehicle** at the date and/or time agreed with the **vehicle rental company**.

This means that you will continue to be covered under this policy for any **covered incident** or event taking place during this extra period that may give rise to a claim under any section of the policy.



NOT COVERED (EXCLUDED)

- Any delays in **vehicle** drop-off or your travel itinerary in excess of an extra 24 hours from the original **hire agreement** end date/time for the vehicle;
- Delays in **vehicle** drop-off which were caused by your actions or those of any passenger, or which you knew about, or could have reasonably foreseen and/or prevented, or not outside your control.

Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

If you need to use this benefit due to disruption, please contact our claims team who will advise you of any evidence which may be required.

SECTION 8 – LOCKED OUT



COVERED

We will reimburse you up to a total of **£100** for:

Costs incurred to gain access to the **vehicle** if you unintentionally lock yourself out of the **vehicle** during the **hire agreement** period, including locksmith costs if required.



NOT COVERED (EXCLUDED)

- Any loss or damage to the **vehicle** or your belongings caused by you or the locksmith in opening or attempting to open the **vehicle**
- Reimbursement for any charges or penalties applied by the **vehicle rental company** following use of a locksmith to gain access to the **vehicle**, if you had not obtained approval by the company to use a locksmith first

Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

You must ensure the vehicle rental company approve the use of a locksmith before they are called out, and agree how to proceed with them.

SECTION 9 – DROP OFF CHARGES



COVERED

We will pay you up to **£300** for:

Charges levied by the **vehicle rental company** to collect the **vehicle** if, following an illness or accident for which you are hospitalised, there is no person authorised to drive and return the **vehicle** to the agreed drop-off point.



NOT COVERED (EXCLUDED)

- One-way **hire agreements**;
 - Such incidents, if there is no medical evidence to support the claim of hospitalisation.
- Anything mentioned in the *General Exclusions* is also excluded from cover.



IMPORTANT:

For this benefit to be payable, you must present a medical certificate or letter from an authorised medical practitioner confirming the hospitalisation.

OPTIONAL EXTRAS

If you have paid the relevant additional premium for one or more of these **optional** extra cover benefits, these are also included in your policy in addition to all benefits described so far. Your Policy Schedule will show which of these, if any, you have chosen to include.

DUAL DRIVER/VEHICLE

You are covered under this policy for two vehicles being hired at the same time, driven by two separate drivers both named on this policy as cover holders and named each on the respective **hire agreement**.

Further details on this, and how these terms and conditions are amended and interpreted accordingly, are provided earlier under *Dual Driver/Vehicle Optional Extra – Cover Extension* and Interpretation so please read this carefully.

EXTENDED HIRE AGREEMENT PERIOD

For Annual policies, the maximum length of a **hire agreement** covered under this policy is extended from 31 to **60 days**.

HIGHER EXCESS/DEPOSIT COVER LIMIT

The cover limit for excess or deposit reimbursement (under Section 1A of this policy) is increased from £10,000 to **£50,000**.

This is only available for **hire agreements** which do not include Collision Damage Waiver or Loss Damage Waiver as standard, and is only available for Worldwide cover policies.

General Conditions applicable to the whole policy

There are a number of conditions precedent to our liability applicable to this policy. These are conditions you must respect and abide by in order for cover to be valid and for us to reimburse you under this policy.

You agree to be bound by, and respect, the following conditions at all times:

1. You shall take reasonable care to protect the **vehicle**, you, your passengers and your and their property at all times against damage, accident of any kind, injury, loss or other events, and act as if you were not covered by insurance, and also to minimise the total cost of any potential claim and any further losses in case of a covered event;
2. You shall have a valid **hire agreement** in place for the **vehicle**, which must completely fall into the **period of insurance** covered under this policy, and agree to abide by the terms and conditions of the **hire agreement** at all times;
3. You shall abide by the laws and regulations applicable in the state(s) you travel in using the **vehicle** at all times;
4. In case of a **covered incident** or event giving rise to a claim, you shall notify us of a claim you intend to make within 6 months of the incident. At our discretion, we may decide, considering the circumstances, to accept a claim beyond this timeline;
5. If you return **the vehicle** outside the **vehicle rental company's** opening hours and there is no one available to accept the **vehicle** drop-off, you must take pictures of the **vehicle's** condition at return, with a date and time stamp or on a device which can show this, so that you can prove no damage occurred to the **vehicle**. You must send these to the **vehicle rental company** at the end of your **hire agreement** and in no case any later than 24 hours after you dropped off the **vehicle**;
6. You shall cooperate with us and any agent or **third party** acting on our behalf at all times when and after making a claim, and shall provide full details of any **covered incident** or event which may give rise to a claim, giving us all information we or anyone acting for us requests;
7. Under no circumstances you will accept any liability on our behalf, admit this policy covers any cost, or direct the **vehicle rental company** directly to us, unless we ask you to do this. You are responsible for any event and **covered incident** you are involved in, and shall claim any reimbursable costs back after the event;
8. You accept that no alterations to the terms and conditions of this policy apply, unless confirmed by us in writing to you or specified in the Policy Schedule.

Note that cover begins at the moment you sign the **hire agreement** and/or take legal control of the **vehicle**, and ends at the time the hire company assumes control of the **vehicle** again, or you have dropped the **vehicle** off according to the end of the **hire agreement** period if out of **vehicle rental company** office hours.

General Exclusions applicable to the whole policy

The following exclusions apply across your whole policy. We will not cover, or be liable for, any of the following:

1. Any cost for loss, damage, incident or provision of any benefit where you have acted without the agreement and authorisation of the **vehicle rental company** (for example in arranging for a locksmith to access the **vehicle** without their approval);
2. Any consequential losses arising as a direct or indirect result of the incident(s) you are claiming for. This means any cost you incur subsequently to the incident, such as onward travel expenses, loss of earnings, phone calls to call for assistance or any other type of cost;
3. Any form of assistance, reimbursement or liability for single trip policies if the **period of insurance** specified in this policy does not match exactly the dates of the **hire agreement** period;
4. Any loss, damage, incident or liability of any kind to a **third party**, including bodily injury and property, or any costs relating to or part of a motor insurance claim;
5. Any loss, damage or incident to the **vehicle**, you or your passengers as a result of your use of alcohol or drugs, unless prescribed by a medical practitioner;
6. Claims and related costs for any **vehicle** and/or driver exceeding or falling outside the eligibility criteria, such as over the maximum **vehicle** limit or age, or for drivers over or under the age limit, as specified

under *Eligibility* in this document;

7. Costs relating to currency exchange rate changes;
8. Costs of any loss, damage or incident which are covered under the basic insurance, collision damage waiver or other provision which comes included with the **vehicle hire agreement**, or are covered by or recoverable from the **vehicle rental company**, or ultimately not directly charged to and paid by you;
9. Costs of any loss, damage or incident where you have paid the excess to the **vehicle rental company** however, as the incident was caused by a **third party**, they are liable for these expenses and the **vehicle rental company** has or will therefore reimburse you for the excess paid by you;
10. Costs of any kind, loss, damage, incident or any other expense caused by, or related to, wear, tear, mechanical and/or electrical breakdown of the **vehicle** (other than for towing and roadside assistance);
11. Costs relating to damage to the **vehicle** which was pre-existing at the time of the **hire agreement** start, and known to you and the **vehicle rental company**;
12. Failure of any equipment of computer programme to recognise or correctly interpret any date as true or correct, or continue to function correctly beyond that date;
13. Illegal, criminal, fraudulent, dishonest or malicious acts committed by you or your passengers, or the intent to commit any of these, and costs for loss, damage or any other cost incurred as a result of these. Furthermore, failure to comply with local laws or equivalent requirements in respect of use of the **vehicle** you hired under the hire agreement.
14. Misuse of the **vehicle**, or use of the **vehicle** outside the terms and conditions of the **hire agreement**;
15. Pandemics or epidemics, and the subsequent costs incurred as a result of these for any of the cover benefit;
16. Provision of cover if you have not paid the full premium due for the policy;
17. Use of the **vehicle**, and any subsequent incidents, loss or damage, against suggestions, mandatory rules or recommendations made by any government or other official authority or body, including but not limited to the Foreign, Commonwealth & Development Office, during the **period of insurance**;
18. Use of the **vehicle** off the **public highway**, or for the purpose of a safari or other adventure tour off-road;
19. Use of the **vehicle** for or relating to **business or commercial use**.
20. Vehicles other than the **vehicle** named on each **hire agreement** or Car Club agreement covered by this policy and hired to you, or any loss, damage, incident or provision of any benefit if the **vehicle** is being driven by anyone other than you, or someone who is named on the **hire agreement** but not as a policyholder under this policy. This policy covers you for one hire **vehicle**, as named on the **hire agreement**, unless you have selected the optional extra cover for simultaneous multiple **vehicle** rental. Whether for single or multiple **vehicle**, all drivers must be named both as drivers on the **hire agreement(s)** and on this policy;
21. Your property if being held, taken, destroyed or damaged under the order of any government or customs officials in the territory where you are using the **vehicle**;
22. Provision of cover for any loss, damage or incident which arises as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; and
23. Provision of cover, reimbursement or benefit of any kind if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic laws, sanctions or regulations of the European Union, United Kingdom or United States of America.

Policy Renewal

In this section, the words "us" and "we" have a different meaning to that specified earlier under *Definitions*. They mean ROCK Insurance Services Limited ('ROCK'), who provide your policy.

Contact details for Leisure Guard's Customer Service Team can be found later in this section.

Before your policy is due to expire, we will write to you to inform you of any changes to the terms, conditions and coverage of your policy which would take effect at renewal, and remind you that the policy is due to expire. We will include information on the cost of renewing your policy cover for another year, and the premium you paid the previous year to help you compare cost and cover.

Please note: This, and the subsequent provisions on policy renewal, do not apply for single trip / **hire agreement** policies.

To make sure you benefit from continuous cover, your policy is set to renew automatically. You do have the right to opt out of automatic renewal at any point in time, however please do let us know if you wish to do this at least 14 days prior to your renewal date, to make sure we do not take any further payments from you.

If you have not opted out of automatic renewal: We will attempt to automatically collect payment for the next period of insurance using the same payment details which you gave us when you first took out the policy, unless you instruct us to do otherwise. Your cover will continue, at the cost and on the terms specified in the renewal reminder we have sent, after the expiry of the current **period of insurance**.

If you have chosen to opt out of automatic renewal: Once you receive the renewal reminder, you will need to contact us to confirm you wish to renew your policy, and make payment for the following period. If you do not do this, your policy will automatically end, and we will not take further payments; however, you will not be covered for any event taking place after the end of your current **period of insurance**.

If you choose to opt out of automatic renewal, you may also opt back in for your convenience and peace of mind at any time by contacting us.

You can opt out, opt back in, let us know of any changes to your payment details or let us know if you do not wish to renew your policy by contacting us by phone on **0333 300 2160** or via email on leisureguard@rockinsurance.com.

At all times, we reserve the right to impose additional terms and conditions to your policy at renewal, amend your existing terms and conditions, or entirely decline to renew your policy at our discretion. We will keep you informed if this is the case.

Cancellation Period and Rights

We hope you are happy with the cover provided by our policy. However, both you, us, and ROCK Insurance Services Limited ('ROCK') have the right to cancel this policy at any time. Based on the point in time when the policy is cancelled, and which of the two parties cancels, the rights are as follows:

Your cancellation rights

If you find that this cover does not meet your needs, you can cancel the policy at any time during the period of insurance.

For single trip policies, if you cancel anytime up to and before the start of your **vehicle hire agreement** you will receive a full refund of the premium you paid. If you cancel after the start of your agreement, we will not refund any premium paid. However, we will subsequently honour any claim you may make for a **covered incident** or event that had taken place in the period while you were covered by the policy, until the cancellation.

For annual, multi-trip policies, if you cancel within 14 days of purchasing this policy you will receive a full refund of the premium you paid, as long as you have not made a claim or intend to make a claim under the policy for any **covered incident** or event which had taken place in the period while you were covered by the policy, before the cancellation. If you have made a claim in this period, we will deduct the amount paid to you from the refund, which may reduce your refund to zero. You may still cancel after the 14-day period, and you will receive a refund of the premium you paid proportionate to the amount of time remaining on the policy,

as long as you have not made a claim until then. If you have already made a claim, or intend to, we will not refund any premium you paid for the policy.

If you wish to cancel your policy this, please contact ROCK on **0333 300 2160**, and they will arrange for the policy to be cancelled.

Our cancellation rights

We may cancel this policy at any time during your **period of insurance**, by giving you at least 14 (fourteen) days' written notice at your last known address, for any of the following reasons:

- If you fail to, or cease to, comply with the terms and conditions of this policy in any respect; or
- If you refuse to provide us information in support of a claim you make under this policy; or
- If you fail to make payment of premiums due under the policy. We will send you a reminder to make payment if you fail to do this once, and a second reminder thereafter if still not received. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing .

We may cancel this policy without giving you prior notice and effective immediately if:

- You make or try to make a fraudulent claim under your policy; or
- You are abusive or threatening towards our staff (including any agent, claims handler or outsourced provider); or
- You repeatedly or seriously break the terms of this policy; or
- By law, or other similar reasons, we are unable to provide 14 days' notice.

If we cancel your policy, you will receive a refund of the premium you paid proportionate to the amount of time left to run on the policy, provided you have not made any claims. If you have made a claim on the policy before, we will not refund any premium.

Cancelling the policy will not affect any open or ongoing valid claims you made prior to that point in time, which we will still honour.

Fraud, Misrepresentation and Non-disclosure

If we discover, have reason to believe or reasonably suspect that you, your family or anybody insured by this policy or acting for you has:

- Acted in a fraudulent manner, either in applying for cover or making a claim; or
- Misrepresented any answer to our questions (online or in person/via telephone), or withheld relevant information, to influence our decision to offer you cover (or the terms and conditions of said cover, or to obtain a better price for your cover) or accept a claim; or
- Acted in a way to give rise to any offence,

We reserve the right to any and all of the following:

- Amend the policy details to record the right information about you, the hire **vehicle(s)** or any other relevant data, collecting any additional premium due (as we would have done had we known the correct details when you took out the policy) and charge any administration cost;
- Cancel your policy, and treat it as if it never existed, from the date of the fraud, misrepresentation or non-disclosure;
- Keep any premium which you have paid for cover under this policy;
- Refuse to pay the whole of a claim, if we suspect part or all of it may be fraudulent or deliberately exaggerated or misrepresented;
- Take action to recover from you any costs which we have incurred in investigating a fraudulent, exaggerated or misrepresented claim, and/or any payment we already made for it.

We will also pass your details, and details of the fraud as relevant, to the Police, other authorities or fraud prevention agencies, as well as other insurers to prevent fraud in the future.

Complaints Procedure

We are committed to always providing you with the best possible service and customer care, however we understand there may be times when you are unhappy with us if you feel that we have not met your standards or got something wrong. If this happens, we want to hear about it so that we can try to make it right.

To complain about the sale of this policy

If you wish to make a complaint about the sale of this policy, you can write to:

The Compliance Manager,
ROCK Insurance Group,
Griffin House,
135 High Street,
Crawley,
West Sussex,
RH10 1DQ.

Alternatively, you may call **0333 300 2160** or email complaints@rockinsurance.com.

To complain about a claim or our service

If you have a complaint about a claim or our service, you can contact our Customer Relations Manager by emailing: carhireclaims@axa-assistance.co.uk.

Alternatively, you can write to:

Customer Relations – Car Hire Excess
Inter Partner Assistance S.A. UK Branch
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR.

We will deal with your dissatisfaction as soon as we can and try to reach an amicable resolution.

If it is impossible to reach an agreement within 8 weeks or if you are not happy with our resolution, you have the right to refer the matter to the Financial Ombudsman Service, by writing to:

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

Alternatively, you may phone them on **0345 080 1800** or email: complaint.info@financialombudsman.org.uk.

Following the complaint procedure, or referring your complaint to the Financial Ombudsman Service, does not affect your legal rights or ability to make a claim or benefit from another part of this policy in the future.

Financial Protection

Both us and ROCK Insurance Services Limited ('ROCK') are members of the Financial Services Compensation Scheme (FSCS), which offers protection for customers of financial services firms, should the firm go insolvent and/or become unable to meet its obligations to customers. You can get more information at www.fscs.org.uk.

Data Protection Notice and Fraud

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, providing reimbursements or other benefits, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your incident(s) and claim(s), in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with claims services under this policy, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of the **vehicles**, property and/or individuals which are the subject(s) of the claim, for the purpose of providing services under this policy and validating your claim; and
- e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or any other AXA Group company, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk.

Alternatively, a hard copy is available from us on request.

In case you need us

If you need to make a claim, please contact us using the below. Please state your name and policy number.

Online

www.excessclaim.co.uk

Email

carhireclaims@axa-assistance.co.uk



We're here to help

Call our customer service number

0333 300 2160

Monday - Friday: 08:30 - 18:00

Saturday: 09:00 - 17:00

Sunday and Bank Holidays: Closed



Leisure Guard

INSURANCE SERVICES

