

# VEHICLE HIRE EXCESS INSURANCE

Policy Document



## INTRODUCTION

Thank You for choosing Leisure Guard and welcome to peace of mind 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 Business Brokers 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. The information in this policy wording contains important information and We have made it as easy as possible to understand. Please take time to read through it and contact Us if You need any further information.

## DEMANDS AND NEEDS STATEMENT

This Insurance is designed for any person eligible to purchase this insurance hiring a vehicle from a licensed hire agency or car club and where You have a financial liability under the terms and condition of the Hire Agreement.

## INSURER

This policy is underwritten by EUROP ASSISTANCE S.A, 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089 and managed by Linkham Services Limited.

Benefits under this policy are provided by EUROP ASSISTANCE S.A, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre (Reference number 451 366 405) acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch).

Questor Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (firm reference number 466942) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA)

Linkham Services Limited whose registered office is at 52 Newtown Uckfield East Sussex TN22 5DE with company number 7387410 and is authorised and regulated by the Financial Conduct Authority (FCA). Linkham Services FCA registration number is 577492. FCA authorisation can be checked on the FCA register at [www.fca.gov.uk](http://www.fca.gov.uk).

## PRIVACY

Your privacy is very important to Us and Your data is stored in accordance with the United Kingdom Data Protection Act 1988 and 2003. In order to fulfil this contract of insurance Your data will be shared with Questor Insurance Services Limited, Orchard Administration Limited, Linkham Services Limited and Us but only for the purposes of this contract. In purchasing this Policy You agree to the data sharing.

## REGULATION, JURISDICTION AND LAW

This insurance is issued from the United Kingdom and shall be governed by the Laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance and is sold in accordance with the standards laid down by the Financial Conduct Authority the recognised Regulator in the United Kingdom.

## TAX

We will charge the amount of tax as directed by the relevant authorities in Your Country of Residence

## WHO IS ELIGIBLE TO PURCHASE VEHICLE HIRE INSURANCE?

Any person: -

1. Holding a valid internationally recognised driving licence.
2. Permanently resident in any Country listed in Appendix 1.
3. Eligible to hire and drive a Hire Vehicle and able to adhere to the terms of the Hire Agreement.
4. If You are renting from a Car Club You and any other driver are Members of the Car Club and are authorised to drive the vehicle rented.
5. Age limits that apply: -

Vehicle	Min Age	Max Age
Car	21	84
Motor Home / Camper Van	24	74
Van	24	74
Mini-Buses	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 taken out and less than 20 years old.

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

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

## 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
Motor Home /Camper Van	Up to 45 days	No
Van	Up to 14 days	No
Mini-Buses	Up to 14 days	No

## COOLING OFF PERIOD

We hope you are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with Your requirements Your premium will be refunded in full, provided You have not commenced Your Trip, have made or are intending to make a claim.

## WHAT MAKES UP THIS POLICY?

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

## MONETARY LIMITS

We insure You up to the amount of the sum(s) insured or other limit(s), which will be shown on the Certificate of Insurance accompanying this Policy. The maximum amount payable under this Policy is £6,000 per rental, limits are stated on page three of the policy wording under section 'What is covered'.

## CLAIMS

We have appointed Orchard Administration Limited to handle claims on Our behalf: -

### Orchard Administration Limited

First Floor Orchard House Station Road Rainham Kent ME8 7RS United Kingdom.

Tel: 0333 3230 095 or +44 1634 382 574 (Outside UK)

Email: [assistance@orchard-administration.co.uk](mailto:assistance@orchard-administration.co.uk)

Web: <http://claim.orchard-administration.co.uk>

Office Hours are 9:00 am to 5:00 pm Monday to Friday, excluding UK Bank Holidays, or at any time online.

## CLAIMS NOTIFICATION

All claims should be notified via Orchard Administration Limited's website where You will be able to submit Your claim and all supporting documents online. If You do not have access to the Internet please call the number above during office hours. To obtain a reimbursement under this policy You will need: -

1. Policy Number shown on the Certificate of Insurance.
2. A copy of and proof of purchase of Your Hire Agreement.
3. A copy of the local police report, if required by law in the country where the loss occurs.
4. Your copy of the Hire Company accident damage report and a photographic picture of the damage caused.
5. Invoices / Receipts / other documents confirming the amount You have paid in respect of the damage to the Hire Vehicle for which You are seeking reimbursement.
6. A final repair Invoice from the repairing garage which details the breakdown of parts and labour.
7. Copy of Your credit/debit card statement showing payment of the damages which You are seeking reimbursement.
8. Copy of the driving licence of the person named on the Hire Agreement in control of the vehicle at the time of the incident.
9. Your bank details:
  - a) UK Bank – Sort Code and Account Number;
  - b) 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 Hire Vehicle and includes windscreens, windows, internal and external lights and sunroof.

**"Consequential Loss"** means an indirect loss that occurs following a Loss under this policy.

**"Country of Residence"** means the country where You are ordinarily permanently resident, 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 Company"** means a company licensed in the territory in which it is situated to provide vehicles for hire.

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

**"Hire 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.

**"Loss Damage Waiver"** means damage to Tyres, Wheel Rims and to any glass that forms part of the Hire Vehicle.

**"Loss of Use"** means the period during which the 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.

**"One-Way"** means that the start point and end point of Your Hire Agreement are not in the same location.

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

**"Under Body of the Vehicle"** 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.

**"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 EUROP ASSISTANCE S.A

**"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 Hire Vehicle at any one time, which may be driven and operated by You, unless the option of dual-lead driver is included and any additional premium is paid.
7. Cover commences from the time You take legal control of the Hire Vehicle and ends at the time the Hire Company assumes control of the Hire 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. When purchasing a Daily policy the policy must coincide with the period shown on the Hire Agreement. No policy can be issued retroactively.
12. 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.
13. The Lead driver indicated on the Hire Agreement must coincide with the policy holder and lead driver's name on the Certificate of Insurance.
14. 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. 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).
4. 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.
5. Any fraudulent, dishonest or criminal act committed by any Person(s) in connection with this policy.
6. Loss arising from operation of the Hire Vehicle in violation of the terms of the Hire Agreement.
7. Any amount recovered from the Hire Company or its Insurers.
8. Any vehicle which is not hired from a Hire Company.
9. Wear, tear and mechanical breakdown, other than for towing.
10. Losses arising out of illegal activities.
11. Driving by any persons not authorised by the Hire Company.
12. Any Person not named on the Certificate of Insurance.
13. The rental of certain vehicles, namely: trailers or caravans, trucks, commercial vehicles (other than Vans up to 7.5T), motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications.
14. Expenses reimbursed by the Insured Person's Employers' Insurer.
15. Losses occurring from driving whilst not on a Public Highway.
16. Losses occurring from driving on Safaris or adventure trails.
17. Additional Travel Expenses unless otherwise stated in the policy wording.
18. Consequential Losses unless otherwise stated in the policy wording.
19. Cleaning fees.
20. Van and Mini-Bus hires which do not commence and terminate in the UK.

## OPTIONAL EXTRAS - (PLEASE SEE APPENDIX 2 FOR DETAILS)

The following endorsements are operative if shown on the certificate of insurance and the appropriate additional premium has been paid, these endorsements are available on Annual policies only: -

1. Dual Lead Driver
2. Extended Rental Cover
3. Increased Cover Limit

## COMPLAINTS PROCEDURE

We do everything possible to make sure that You receive a high standard of service. If You are not satisfied with the service that You receive, please contact the Customer Service Manager: -

### Questor Insurance Services Ltd

1st Floor Orchard House Station Road Kent ME8 7RS

Tel: +44 1634 238484 Email: [assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk)

Please provide full details of Your policy and in particular Your policy number to help Your enquiry to be dealt with speedily. If You are still not satisfied with the way in which Your enquiry/complaint has been dealt with, then You should contact:

### The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Telephone: 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## COMPENSATION SCHEME

The Financial Services Compensation Scheme covers EUROP ASSISTANCE S.A and Questor Insurance Services Limited in the event that either are unable to meet their obligations. You may be entitled to compensation from the scheme in such circumstances but this will depend on the circumstances. Insurance arranging is covered up to 90% of the claim without upper limit.

Further information is available about the compensation scheme from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## WHAT IS COVERED

### EXCESS REIMBURSEMENT, LOSS DAMAGE WAIVER AND TOWING

#### What is covered?

This Section covers You for any physical loss or damage to the Hire Vehicle for 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, the Under Body of the Vehicle, Towing and Loss of Use.

#### Limits

Vehicle	Excess Reimbursement	Tyres, Windscreen Underbody	Towing
Car	£6,000	£6,000	£500
Motor Home / Camper Van	£2,500	£2,500	£500
Van	£2,500	£2,500	£500
Mini-Bus	£2,500	£2,500	£500

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

#### Administration charges

We will pay up to £200 in respect of unrecoverable administration charges levied by the Hire Company following Loss or Damage to the Hire Vehicle.

#### What is not covered?

- In respect of Motor Home/Campervan, Vans or Mini-Bus
  - The first £100 of any claim;
  - Loss or damage to the interior;
  - Loss or damage to the contents.
- In respect of Motor Home/Campervan
  - Losses arising from Fire.

### KEY COVER

#### What's covered

This policy covers You for costs incurred for replacing lost or stolen Hire Vehicle Keys, including replacement locks and locksmith charges unless only the parts needed to be changed.

#### Limits

The maximum amount payable under this section is £500 for each and every claim but limited to £2,000 in any one policy year.

### DROP OFF CHARGES

#### What's covered

In the event of there being no person authorised to return the Hire Vehicle to the agreed drop off point following an accident/illness for which hospitalisation takes place, We will indemnify You for charges made by the Hire Company to recover the Hire Vehicle. You must present a medical certificate or letter from a Medical Practitioner confirming the hospitalisation.

#### Limits

The maximum amount payable under this section is £300.

#### What's not covered

Motor Home / Campervan, Vans or Mini-Bus

In addition to the General Exclusion of the policy, the Insurer shall not be responsible for:

- One-way Hire Agreements.

### LOCKED OUT COVER

#### What's covered

In the event that You unintentionally lock yourself out of the Hire Vehicle We will reimburse the costs incurred to open the Hire Vehicle. The Hire Company must approve the locksmith prior to a locksmith being called out.

#### Limits

The maximum amount payable under this section is £100.

#### What's not covered?

Motor Home / Campervan, Vans or Mini-Bus

Damaged caused by You or the Locksmith in opening or attempting to open the Hire Vehicle.

### MISFUELLING

#### What's covered

In the event that You put the wrong type of fuel into the Hire Vehicle We will reimburse You up to £500 for costs You incur in respect of: -

- Flushing the engine of the incorrect fuel;
- Additional Travel Expenses;
- Vehicle recovery.

#### What's not covered

In addition to the General Exclusion of the policy, We shall not be responsible for: -

- Repairs to the engine or associated parts;
- Costs associated with any missed departure;
- Consequential Losses.

### APPENDIX 1 – COUNTRY OF RESIDENCE

Any person living in one of the Countries listed below is eligible to purchase this policy.

- United Kingdom (including England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man)

### APPENDIX 2 – 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 in accordance with the cooling off period.

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 Sum Insured to £50,000 the maximum amount payable under this policy is increased to £50,000. Only available on Worldwide policies.