



CAR HIRE POLICY DOCUMENT

QUESTOR
INSURANCE

UNEXPECTEDLY PERSONAL



www.questor-insurance.co.uk



assistance@questor-insurance.co.uk

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POLICY DOCUMENT

SECTION 1 - INTRODUCTION

About your Insurance

Welcome to **your** Questor Insurance Vehicle Hire **Excess** Policy Document.

This insurance is designed to reimburse the **excess you** must pay under the terms and conditions of a **hire agreement** following an incident involving a **hired vehicle**. Depending on the policy **you** have purchased, it may also provide additional benefits, such as:

- cover against the costs incurred as a result of **you** putting the wrong type of fuel into a **hired vehicle**;
- cover for replacing the locks and keys of a **hired vehicle** if the original keys are lost or stolen or **you** unintentionally lock yourself out of the **hired vehicle**;
- provide a benefit against accidental death or permanent total disablement following an accident involving the **hired vehicle**;
- Cover for replacing stolen **personal effects** from the **hired vehicle**;
- Cover against **Loss of Use** charges applied by the **hire company** which cannot be recovered following a claim which is covered by this insurance;
- Cover for **towing fees** levied by the **hire company** associated with a loss under this policy;
- Provide a benefit if the **hire agreement** is cut short on the advice of a medical practitioner and there being no other person authorised by the **hire company** to drive the **hired vehicle**;
- Cover against drop off charges imposed by the **hire company** in the event of there being no person authorised to return the **hired vehicle** to the agreed drop off point following an accident/illness for which hospitalisation takes place;
- Provide a benefit if **you** suffer a physical assault by another person which results in bodily injury as a direct result of a road rage or car jacking incident that has involved **your hired vehicle**.
- Cover against cancellation charges levied by the **hire company** where **you** cancel **your hired vehicle** as a result of an incident covered under this policy; and
- cover against **administration charges** applied by a **hire company** which cannot be recovered following a claim which is covered by this insurance.

Please note that this insurance may not remove any requirement for **you** to pay a deposit or bond to a **hire company** at the time of collecting a **hired vehicle**.

Please take time to read the "Important Information" section on pages 4 - 5 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains details of the **period of insurance**.

This insurance was arranged by the **Administrator** who are responsible for issuing the policy on behalf of the **insurers**. The **insurers** (referred to as "**we**", "**us**" or "**our**" in this Policy Document) are Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Claims are handled by Orchard Administration on **our** behalf. Orchard Administration is referred to as the **claims administrator** in this Policy Document.

This Policy is underwritten by certain **Underwriters** at Lloyd's. If **you** need to contact the **Underwriters**, please do so through Questor Insurance.

In writing: Questor Insurance, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH.

Phone: 0333 323 0090 (+44 1622 391 706) from outside of the **UK**

Email: assistance@questor-insurance.co.uk

This is a policy that can be purchased as a daily or annual insurance policy. If purchasing a daily policy, the policy **start date** and the **period of insurance** are shown on **your Certificate of Insurance**.

Some words and phrases in this Policy Document and on **your Certificate of Insurance** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found at the end of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English. If **you** have any disability that makes communication difficult, please tell **us** and **we** will be happy to help.

Please contact the **administrator** if **you** need any documents to be made available in large print and/or in audio format.

How to Make a Claim

To make a claim, please complete the online claim form on <https://claim.orchard-administration.co.uk>. Alternatively, call Orchard Administration on 0333 3230 095 or +44 1622 391 708 (Outside **UK**). (Lines are open between 9am and 5pm Monday to Friday excluding **UK** national holidays), or send an email to Orchard Administration at assistance@orchard-administration.co.uk or write to Orchard Administration Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH

The Insurance Contract

This Policy Document and **your Certificate of Insurance** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Certificate of Insurance** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Certificate of Insurance** are issued to **you** by Riverside Underwriting Limited under contract reference B6839EW01420. In exchange for **your** payment of the premium referenced in **your Certificate of Insurance**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Lawrence

Authorised signatory of Riverside Underwriting Limited.

SECTION 2 - IMPORTANT INFORMATION

It is important that:

- **You** check **your Certificate of Insurance** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check that the information **you** have given **us** is accurate (see “Disclosure of Important Information”);
- **You** notify the **administrator** as soon as possible of any inaccuracies on **your Certificate of Insurance**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on pages 10-11 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on pages 11-12.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Period of Insurance

This Policy can be purchased as either a daily policy insuring a single **hire agreement** up to 180 days in length or as an annual policy insuring unlimited **hire agreements** up to 31 days in length (unless extended hire optional extra has been purchased) subject to an **annual aggregate limit** stated on **your Certificate of Insurance** which can be extended to £75,000 if the CDW optional extra has been purchased. The **period of insurance** is stated on **your Certificate of Insurance** and cover begins when **you** collect a **hired vehicle** from a **hire company**.

Cover ends on either the date **you** return the **hired vehicle** to the **hire company**, the end date shown on **your Certificate of Insurance** or when a claim is made, whichever happens first. If **you** return the vehicle outside normal rental office business hours cover will be extended by an additional 1 calendar day or until the vehicle is checked in by the **Rental Company**, whichever is soonest.

If you wish to extend the **period of insurance**, **you** should contact assistance@questor-insurance.co.uk.

Before you Drive your Hired Vehicle

- Read **your hire agreement** when **you** collect **your hired vehicle** from the **hire company**, including the terms and conditions. **we** will not pay any claim that results from a direct breach of any of the terms and conditions of **your hire agreement**.
- Check the **hired vehicle** for any pre-existing damage and make sure it is noted on the pre-hire inspection form. If this is not possible, **we** recommend that **you** take photos which include evidence of the date when collecting the vehicle and keep these for **your** records.

Information you Give Us

Eligibility

When **you** applied for this insurance **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- **You** hold a valid internationally recognised driving licence or permit for the **hired vehicle**. This must be valid in the country in which **you** are travelling.
- The **hired vehicle** has a maximum value of £75,000 at the **hire agreement's start date** and is a maximum of 20 years old since the date of first registration.
- The **hired vehicle** is a **car** with a maximum of 9 seats (including the driver).
- If **you** are hiring from a **Car Club Company**, **you** and any other driver **Car Club Member** are authorised to drive the vehicle rented.
- The **hired vehicle** will not be used on a **safari** or an off-road adventure trail.
- **You** are between the ages of 21 and 84 years old.
- At the time of purchase of this policy, **You** are a **permanent resident** in one of the following countries: Austria, Belgium, Czech Republic, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Guernsey, Isle of Man, Ireland, Italy, Jersey, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland or United Kingdom (England, Scotland, Wales and Northern Ireland).

We will not provide any cover if these eligibility requirements are not met at the start date of **your** policy. Please contact assistance@questor-insurance.co.uk as soon as possible if **you** are not eligible for this insurance or if **you** have any queries.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **you** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible.

SECTION 3 – WHAT IS COVERED

The cover **you** have purchased is stated on **your Certificate of Insurance**. If **you** wish to extend **your** coverage, **you** should contact assistance@questor-insurance.co.uk.

Section A. Excess Reimbursement

We will reimburse the **excess** that **you** must pay under **your hire agreement** for the following types of claim:

- Weather related claims
- Damage caused by fire or explosion
- Accidental and malicious damage
- Collisions with animals
- Theft or attempted theft

The most **we** will pay is the amount stated on **your Certificate of Insurance** for any one claim the amount stated on **your Certificate of Insurance** during any one **period of insurance**.

Section B. Loss Damage Waiver

We will reimburse the **excess** that **you** must pay under **your hire agreement** for the following types of claim:

- Tyre damage
- Damage to the **undercarriage** and roof
- Windscreen and **auto glass** damage

The most **we** will pay is the amount stated on **your Certificate of Insurance** for any one claim.

Section C. Administration Charges

We will pay up to the amount stated on **your Certificate of Insurance** towards any **administration charges** which are applied by **your hire company** and cannot be recovered following a claim which is covered by this insurance. This includes charges for **loss of use**.

Section D. Towing Charges

We will pay up to the amount stated on **your Certificate of Insurance** towards any **Towing charges** which are applied by **your hire company** and cannot be recovered following a claim which is covered by this insurance.

Section E. Misfuelling

We will pay up to the amount stated on **your Certificate of Insurance** towards the costs incurred as a result of **you** or any person named on **your hire agreement** putting the wrong type of fuel into **your hired vehicle**. **we** will pay this amount towards:

- The cost of flushing the engine.
- **Additional travel expenses** which are necessary to continue **your** journey.
- The cost of recovering the **hired vehicle**.

Section F. Key Cover

We will pay up to the amount stated on **your Certificate of Insurance** towards the cost of replacing the key or lock transmitter for **your hired vehicle** if the original key or lock transmitter is lost or stolen, including the cost of replacement locks and any locksmith charges.

Section G. Curtailment

We will provide a benefit if the **Hire Agreement** is cut short on the advice of a Medical Practitioner and there being no other person authorised by the **Hire Company** to drive the **Hired Vehicle**. **you** must be confined to a bed in a hospital, in a hotel or in private accommodation during such time that the **Hire Agreement** was booked and paid for.

You must present a medical certificate or letter from the Medical Practitioner confirming the instruction not to drive. The Vehicle Hire must be confirmed for a minimum of seven (7) days.

Limits

Total indemnity in respect of Curtailment shall be £30 per day up to £300 in the aggregate.

Section H. Drop off Charges

In the event of there being no person authorised to return the **Hired 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 **Hired 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.

Section I. Locked Out Cover

In the event that **you** unintentionally lock Yourself out of the **Hired Vehicle** we will reimburse the costs incurred to open the **Hired 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.

Section J. Road Rage Cover

We will pay **you** or **your** legal representative the amount stated on **your Certificate of Insurance** in any one period of cover and in all, if **you** suffer a physical assault by another person which results in Bodily Injury as a direct result of an accident that has involved **your Hired Vehicle**.

Section K. Car Jacking Cover

We will pay **you** or **your** legal representative the amount stated on **your Certificate of Insurance** in any one period of cover and in all, if **you** suffer a physical assault by another person which results in Bodily Injury as a direct result of theft or attempted theft of **your Hired Vehicle**.

Section L. Personal Accident

What is covered

To provide **you** with up to £10,000 per accident against accidental death or permanent total disablement following an accident provided always that benefit will only become due for payment if the accident giving rise to bodily injury is sustained: -

- Whilst an Insured Person is travelling in, mounting into or dismounting from any covered **Hired Vehicle**, as herein defined during the course of the **hire agreement**.

Conditions

1. Notice must be given to **Underwriters** as soon as reasonably practicable of any Accident which causes or may cause disablement or Bodily Injury within the meaning of this insurance, and the Insured Person must, as early as possible, place himself under the care of a duly qualified independent medical practitioner. Notice must be given to **Underwriters** as soon as reasonably practicable in the event of death of the Insured Person resulting or alleged to result from an Accident.
2. It is a condition precedent to **Underwriters'** liability to pay compensation to the insured person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim shall be made available on request to any representative of the **Underwriters** or medical adviser appointed by or on behalf of **Underwriters** and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the Insured Person.
3. **Underwriters** at their own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury is the basis of a claim when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where the law does not forbid it.
4. Any claim made under this insurance in respect of Permanent Total Disablement shall be subject to the approval of two independent medical referees, one to be appointed by the Insured Person and one by **Underwriters**. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the Insured Person is Permanently Totally Disabled, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties.

5. This **certificate of insurance** constitutes the entire contract. No change in this **certificate of insurance** shall be valid. No person has authority to change this **certificate of insurance** or any of its terms or conditions, other than authorised signatories of Riverside Underwriting Limited.
6. Any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
7. The Insured Person is deemed to have made a recovery when he is able to perform his duties and related activities associated with an occupation.
8. Words in the masculine gender shall include the feminine.

Scale of Permanent Disabilities

The percentage of the sum insured in respect of Permanent Total or Permanent Partial Disablement is shown in Appendix 1.

Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by: -

1. Radioactive contamination;
2. The Insured Person committing suicide or attempted suicide or committing or attempting to commit an intentional self-injury;
3. The Insured Person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;
4. The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;
5. The Insured Person being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which the Insured Person is domiciled;
6. The Insured Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
7. The death of the Insured Person arising from Illness;
8. The Insured Person engaging in or taking part in naval, military or air force service or operations;
9. The Insured Person committing or attempting to commit a criminal act;
10. A Pre-existing Condition;

Section M. Cancellation Charges

We will pay up to the amount stated on your Certificate of Insurance towards any cancellation charges which are applied by your hire company and cannot be recovered due to one of the reasons below:

1. The death, Bodily Injury or Serious Illness of:
 - a) **You**
 - b) **Your** travelling companion
 - c) any person with whom **you** have arranged to reside temporarily during **your** Trip
 - d) **Your Close Relative**
 - e) **Your Close Business Associate.**
2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **you** or **your** Travelling Companion.
3. Redundancy (which qualifies for payment under current redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of **you** or **your** Travelling Companion.
4. **You** or **your** Travelling Companion who are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your**/their authorised leave

cancelled for operational reasons, provided that such cancellation or Curtailment could not reasonably have been expected at the time this insurance is purchased by **You**.

5. The Police requesting **you** to remain at or return to **your** Home due to serious damage to **your** Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Special conditions relating to claims

1. If **you** fail to notify the travel agent, tour operator or provider of transport immediately when it is found necessary to cancel the Trip **our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
2. If **you** cancel the Trip due to any other Bodily Injury or Serious Illness **you** must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented **you** from travelling.

Section N. Personal Effects Cover

This Section covers **you** against theft, attempted theft or damage to **your Personal Effects** following visible forced entry to the **Hired Vehicle**.

Limits

£300 in total for any one claim limited to £150 for any single item. The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £75, subject to a maximum £200 for all such items. **we** will take off the following amounts for wear and tear:

Age of **personal effect** deductions:

- Up to 1 year old – 10% reduction of purchase price
- 1 to 2 years old – 30% reduction of purchase price
- 2 to 3 years old – 50% reduction of purchase price
- 3 to 4 years old – 70% reduction of purchase price
- 4 to 5 years old – 80% reduction of purchase price
- Over 5 years old – No cover

SECTION 4 – WHAT IS NOT COVERED

We will not pay any claim:

1. If **you** do not meet the eligibility requirements for this policy (as detailed on page 5 of this Policy Document.)
2. For any costs that can be recovered from the **hire company** or any other person or company.
3. Which results from a direct breach of the terms and conditions of **your hire agreement**.
4. Which is for third party death, injury or property.
5. For any **excess** above the standard **excess** shown on **your hire agreement**.
6. Solely for the loss or theft of, or damage to, the contents of a **hired vehicle**.
7. For accessories which are fitted to or supplied with the **hired vehicle**, such as sound systems, radios, tape, CD or MP3 players, ski racks, car seats, GPS and satellite navigation equipment and telecommunications equipment.
8. For mechanical repairs or the cost of any replacement parts which are necessary as a result of misfuelling.
9. For any costs relating to a missed departure as a result of misfuelling.
10. Resulting from wear and tear or mechanical breakdown.

11. Resulting from **your** misuse of alcohol or drugs (including the misuse of prescription drugs).
12. Resulting from a fraudulent, dishonest, illegal activities or a criminal act committed by **you**.
13. If the **hired vehicle** was being driven by a person that is not named on **your hire agreement**.
14. That occurs while the **hired vehicle** is not on a **public road**, for example while on a safari or an adventure trail.
15. For any loss or damage resulting from a deliberate and intentional act by **you**.
16. For **Additional Travel Expenses** unless otherwise stated in the policy wording.
17. Arising whilst driving in violation of the road laws of the country of hire.
18. For the hire of certain vehicles, namely: trailers or caravans, trucks, commercial vehicles, any type of **Motor Homes/Campervans, Vans, Mini-Bus**, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications.
19. Any loss arising from driving as **your** occupation or profession or hires for **commercial use** or **business use** when purchasing an annual policy.
20. For call out charges not related to the main claim.
21. For payment card transaction fees.
22. For courtesy vehicles from a repair garage or dealership.
23. For Cleaning Fees.
24. Arising directly or indirectly from:
 - a. **War** or acts of terrorism
 - b. An insured person engaging in **active war**
 - c. **Nuclear risks**

SECTION 5 - GENERAL CONDITIONS

1. Unless **you** have **our** permission in writing, **you** must not admit that **you** or any person named on **your hire agreement** are at fault for an incident or give any representations or promises on **our** behalf which are binding upon **us**. **we** have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.
2. Cover is provided in the countries specified in **your hire agreement** providing they are within the scope of the territory you have purchased (see definitions of **Europe** and **Worldwide**).
3. Cover is extended to additional drivers providing they are eligible to drive the **hired vehicle** under the terms and conditions of the **hire Agreement**.
4. 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.
5. **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.
6. Where there is dual insurance, please let **us** know, so that **we** pay **our** proportion of **your** claim.
7. When purchasing a daily policy, the policy must coincide with the period shown on the **hire agreement**. No policy can be issued retroactively.
8. 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.
9. The **Lead Driver** indicated on the **hire agreement** must coincide with the policy holder and **Lead Driver's** name on the **Certificate of Insurance**.

10. **We** reserve the right to apply additional terms on renewal.

SECTION 6 – MAKING A CLAIM

Who to Contact

To make a claim, please complete the online claim form on <https://claim.orchard-administration.co.uk> alternatively, call Orchard Administration on 0333 3230 095 or +44 1622 391 708 (Outside **UK**). (Lines are open between 9am and 5pm Monday to Friday), or send an email to Orchard Administration at assistance@orchard-administration.co.uk or write to Orchard Administration Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH.

Things you Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

All claims must be reported to the **claims administrator** as soon as possible but in any event, within 30 days of **you** becoming aware of an incident. **you** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the claims administrator may require in establishing the amount of any payment under **your** insurance.

The **claims administrator** may request the following information and supporting documents:

- Your Certificate Number and Scheme Code, which are both shown on **your Certificate of Insurance**.
- A copy of **your hire agreement**.
- A copy of the Accident Damage Report (or similar document) and/or a photographic picture of the damage caused.
- A copy of the driving licence of the person in control of the hired vehicle at the time of an incident and the **lead driver**.
- Proof that **you** have paid the costs for which **you** are seeking reimbursement, such as a copy of **your** credit/debit card statement showing the payment(s) made, or receipts, invoices or other similar documents to validate **your** claim.
- Your bank details to enable the **claims administrator** to make a claim payment.
- Details of the incident for which **you** are making a claim (including the time and date).
- A copy of the police report (if applicable).
- A copy of pre-hire inspection report (if completed).
- The contact details of any witnesses or other parties involved in an incident.
- A copy of the final itemised repair invoice, or an estimate if the invoice is unavailable.
- Confirmation from the **hire company** of any amounts to be refunded to you.
- Confirmation from the **hire company** that the amount charged is in full and final settlement.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other **insurer**. **you** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Claims Handling and our Right of Recovery

We are entitled to take over, defend or settle any claim under this policy in the name of **you** or any other person covered by this policy and **we** are entitled to take legal action in any such name to recover any payments **we** make.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without any premium refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **we** may also inform the police.

To prevent fraud, **insurers** sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between **insurers**.

SECTION 7 – CANCELLATION OF THE POLICY

Your Cancellation Rights

You can cancel **your** policy before the **start date** and **we** will allow a full refund of the premium **you** have paid.

You can cancel **your** policy at any other time but there will be no refund.

Please contact the **administrator** if **you** wish to cancel **your** policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

SECTION 8 – HOW TO MAKE A COMPLAINT

Any complaint should be addressed to:

Head of Operations
Riverside Underwriting Limited
Third Floor
Riverside House
Maidstone
Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 6PM

Telephone: 0333 323 0090

International Telephone: +44 (0)333 323 0090

UK Call Centre: 0333 323 0090

Email Us: CRT@riverside-underwriting.co.uk

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. A decision on **your** complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 8 (eight) weeks of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

Website: www.financial-ombudsman.org.uk

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights

SECTION 9 – LEGAL, REGULATORY & OTHER INFORMATION

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 obligation to you under this contract. Further information can be Page 14 Version 1.0 obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

We are the data controller (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to our Privacy Notice which will be available on **our** website from May 2018 www.canopus.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In Summary:

To enable us to take the necessary steps to enter into a contract with **you** to provide the appropriate insurance products and services, **we** may collect the following personal information about **you**, including:

- Name, date of birth, address, other contact details, occupation, financial information such as bank details, details of insured items or cover required including the location of those items where applicable, details of additional people who **you** are including on the proposal or policy, claims history excluding details of personal injuries or medical conditions

We may also collect the following sensitive personal information about **you** and additional people who **you** are including on the proposal or policy, where the provision of this type of insurance is in the substantial public interest:

- Medical details, criminal convictions and County Court Judgments, claims history including details of personal injuries or medical conditions.

We and the **administrators** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection, claims validation or for communication purposes related to **your** cover). We will ensure that third parties keep **your** information secure and do not use it for purposes other than those that **we** have specified in the Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information to enforcement authorities if they ask **us** to, or to a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If you have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in the Privacy Notice, please contact:

Group Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK
privacy@canopus.com
T + 44 20 7337 3700

Rights of Third Parties

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

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Safeguarding your Premium and Claim Payments

All premium payments from **you** and due to **us** for this policy will be held by the **administrator** on **our** behalf. The **administrator** will also hold any premium refund that is due to **you** from **us**.

Any claim payments that are due to **you** from **us** will be paid to **you** by the **claims administrator**.

In these capacities, the **administrator** is acting as **our** agent. This means that once a premium is paid to the **administrator** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance 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.

Several Liability

The subscribing **insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator**, Riverside Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942.

This insurance contract is transacted with certain underwriters at Lloyd's, registered at 1 Lime Street, London, EC3M 7HA, United Kingdom. Lloyd's is a society of underwriting members incorporated by statute. The insurer will be the member(s) of the Lloyd's syndicates stated below:

Canopus Syndicate 4444

SECTION 10 – DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Additional Travel Expenses” – Any additional travel costs **you** incur in connection with a loss under the relevant section of this policy.

“Auto Glass” – any glass that forms part of the **hired vehicle** and includes windscreens, windows, internals and externals lights and sunroof.

“Administration Charges” - Charges made by the **hire company** that cannot be recovered following an incident covered by this insurance. This includes charges applied by the **hire company** for **loss of use**.

“Administrator” - The company who administers this insurance. This is Riverside Underwriting Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH United Kingdom.

“Annual Aggregate Limit” – The maximum amount payable under the **period of insurance**.

“Business Use” – The use of the **hired vehicle** for business, to solicit order or to deliver pre-purchased goods or to travel from customer to customer on a commercial basis.

“Car” – A motor vehicle which is contracted for the carriage of passengers and their effects and is adapted to carry no more than nine passengers.

“Car Club Company” - A company or agency which is fully licensed with the regulatory authority of the country, state or local authority who provide registered paying members use of all **hired vehicles** within the **Car Club Company** fleet. A car club provides its members with quick and easy access to a **car** or a **van** for short term hire. Members can make use of car club and van club vehicles, as and when they need them. Please note **Car Club Company** is different from **Hire Company** as indicated in “DEFINITIONS”.

“Car Club Member” - A member of the **Car Club Company**. This policy covers “Joint Member” and/or “Partner Member” that reside at the same main residence.

“Certificate of Insurance” - The document that names **you** as the policyholder and sets out what this policy covers **you** for. **your Certificate of Insurance** will be replaced whenever **you** make any changes to the policy.

“Claims Administrator” -The company who will handle any claims on **our** behalf. This is Orchard Administration.

“Close Business Associate” - means a person in the same employment and having the same employer as **you** within **your country of residence**, whose absence from work for one or more complete days at the same time as **You**, prevents the proper continuation of that business.

“Close Relatives” - Defined as spouse or partner, civil partner, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, adult child or fiancé/ fiancée living in the same residence as **You**.

“Commercial Use” – The use of the **hired vehicle** as a taxi, minicab, limousine or driving school or being used for commercial sales representatives to solicit orders.

“Europe” – countries which are members of the EEA and Switzerland: Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland,

Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom. And countries to the west of the Ural Mountains, including, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, and the Azores.

“Excess” - The amount **you** must pay under the terms of **your hire agreement** following an incident involving a **hired vehicle**.

“Hire Agreement” - The contract between **you** and a **hire company** which allows **you to** hire a vehicle. It will include details about **you**, the **hired vehicle** and terms and conditions of the hire.

“Hire Company” - The company who is hiring **you** the **hired vehicle**, which must be licensed to provide vehicles for hire in the territory in which it is situated.

“Hired Vehicle” - The vehicle hired by **you** under a **hire agreement** on a daily or weekly basis from a **hire company**.

“Insurer(s) or Underwriters” – Certain **Underwriters** at Lloyd’s.

“Lead Driver” – The person whose name is listed on the **hire agreement** as contractually responsible for the **hired vehicle**.

“Loss Damage Waiver” - Damage to the **hired vehicle auto glass**, tyres and wheel rims.

“Loss of Use” - A charge applied by a **hire company** if a **hired vehicle** is not available for hire following an incident covered by this insurance. For the purpose of this insurance, any payment **we** make will be based on the price that **you** paid when **you** rented the vehicle.

“Mini-Bus” – A vehicle up to 7.5T designed to carry up to 15 people including the driver.

“Motorhome/Campervan” – A vehicle up to 7.5T which includes fixed sleeping or cooking facilities.

“Period of Insurance” - The period for which this insurance is valid, as stated on **your Certificate of Insurance**.

“Permanent Resident” - The country where **you** are ordinarily permanently resident, pay tax or are registered with a Medical Practitioner.

“Personal Effects” – clothing, luggage and other articles that belong to **you** (or for which **you** are legally responsible for) for which are worn, used or carried by **you** but excluding **personal money**, documents of any kind and **valuables**.

“Personal Money” – bank notes, currency notes and coins in current use, traveller’s and other cheques, postal or money orders, pre-paid cards, coupons or vouchers, travel tickets, event and entertainment tickets, phone cards and credit/debit cards all held for private and/or business purposes.

“Public Road” - Any road which is available for use by the general public, including toll roads.

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

“Start Date” - The date that the insurance cover commences, as shown on **your Certificate of Insurance** and on **your hire agreement**.

“Towing” – Recover of the **hired 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” – England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

“Undercarriage” – The underside of the vehicle excluding bumpers, trim, tyres and wheel rims.

“Van” – A vehicle up to 7.5T designed specifically to carry goods.

“Valuables” – Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CD’s, DVD’s, tapes, films, cassettes, cartridges, memory cards, speakers and headphones), computer games and associated equipment, telescopes and binoculars.

“You, Your” - The individual specified on the **Certificate of Insurance** who is named as the **lead driver** on the **hire agreement** plus any eligible person(s) authorised by the vehicle **hire agreement** to drive the **hired vehicle**. The person signing the **hire agreement** must be the policyholder.

“War” – Means:

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or

(b) Any act of **terrorism**, or

(c) Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

“We, Us, Our” – The **underwriters** acting through the **administrator**.

“Worldwide” – Anywhere in the world apart from Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, South Sudan, Sudan, Syria and Zimbabwe. No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a vehicle in a specific country or area where, prior to the vehicle **hire agreement** commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel.

SECTION 11 – 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.

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 **close relatives** who permanently resident at the address shown on the **Certificate of Insurance** and are deemed as joint policyholders

EXTENDED HIRE AGREEMENT

We agree to extend the maximum length of any one **Hire Agreement** under an Annual Policy to 62 days.

COLLISION DAMAGE WAIVER (CDW)

Excess Reimbursement is amended to increase the Sum Insured to £75,000 the maximum amount payable under this policy is increased to £75,000. Only available on **Worldwide** policies.

VEHICLE BATTERY FAILURE

In the event that the battery of the **Hired Vehicle** fails **we** will reimburse **you** up to the amount stated on **your Certificate of Insurance** for costs **you** incur in respect of:

1. Cost of repairing/replacing the battery and fitting charges
2. **your additional travel expenses**
3. Call out fees

APPENDIX 1 - PERSONAL ACCIDENT

Permanent Disablement		
Total loss of sight of both eyes		100%
Total incurable insanity		100%
Loss of both arms or both hands		100%
Complete deafness of both ears, of traumatic origin		50%
Removal of lower jaw		50%
Loss of speech		50%
Loss of one arm and one leg		100%
Loss of one arm and one foot		100%
Loss of one hand and one foot		100%
Loss of one hand and one leg		100%
Loss of both legs		100%
Loss of both feet		100%
Permanent Disablement – Head		
Loss of one eye		40%
Permanent Disablement - Upper Limb		
	Right	Left
Loss of one arm or one hand	50%	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	20%
Total paralysis of the upper limb (incurable lesion of the nerves)	45%	35%
Simultaneous amputation of thumb and Forefinger	25%	25%
Permanent Disablement - Lower Limbs		
Amputation of thigh (upper half)		60%
Amputation of thigh (lower half) and leg		50%
Total loss of foot (tibio-tarsal disarticulation)		35%
Partial loss of foot (sub-ankle-bone disarticulation)		25%
Total paralysis of lower limb (incurable nerve lesion)		60%
Complete paralysis of two nerves (popliteal sciatic external and internal)		25%
Anchylosis of the hip		25%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)		35%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg		25%
Shortening of the lower limb by at least 5 cm		30%

Permanent disabilities not mentioned above should be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total “functional” disablement, not specifically dealt with in the Schedule of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same accident, is arrived at by adding together the various sums, but shall not exceed the total sum insured.

If the Insured Person is left-handed the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.