



VAN AND MINI-BUS 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**;
- 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; 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 daily insurance policy. The **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 page 7 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 page 7 – 9.

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

The **period of insurance** is stated on **your Certificate of Insurance** and cover begins when **you** collect a **hire vehicle** from a **hire company**. Cover ends on either the date **you** return the **hire 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** wish to extend the **period of insurance**, **you** should contact assistance@questor-insurance.co.uk.

Vehicle	Maximum Duration
Van	Up to 14 days
Mini - Bus	Up to 14 days

Before You Drive Your Hire Vehicle

- Read **your hire agreement** when **you** collect **your hire 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 **hire 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 **hire vehicle**. This must be valid in the country in which **you** are travelling.

- The **hire 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 **hire vehicle** is a **van** with a maximum gross vehicle weight of 7.5 tonnes or a **Mini-Bus** with a maximum gross vehicle weight of 7.5 tonnes and a maximum of 15 seats (including the driver).
- The **hire 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.
- **You** are a **permanent resident** in the **United Kingdom** at the time of purchase of this policy.

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

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

In addition to the General Exclusion of the policy **we** shall not be responsible for the first £200 of any claim.

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 and the amount stated on **your Certificate of Insurance** during any one **period of insurance**

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 hire 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 **hire 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 hire vehicle** if the original key or lock transmitter is lost or stolen, including the cost of replacement locks and any locksmith charges.

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 4-5 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 **hire vehicle**.
7. For accessories which are fitted to or supplied with the **hire 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 **hire vehicle** was being driven by a person that is not named on **your hire agreement**.

14. That occurs while the **hire 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 **cars**, **motor homes**, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications.
19. For **Van** and **Mini-Bus** hires which do not commence and terminate in the **UK**.
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**, unless they are excluded in the eligibility criteria on page 4-5 of this Policy Document.
3. Cover is extended to additional drivers providing they are eligible to drive the **hire 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**.

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 hire 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

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the **certificate of insurance**.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** will need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details **you** provide to **us**

Where **you** provide **us** or **your** insurance agent or insurance broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available in the Privacy section of **our** website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.

Contacting **us** and **your** rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**. Alternatively, **you** may contact the insurance agent or insurance broker that arranged **your** insurance at:

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: compliance@riverside-underwriting.co.uk

You also have the right to lodge a complaint with **your** competent data protection authority, but we encourage **you** to contact **us** before.

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 **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.

“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.

“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.

“Europe” – countries which are members of the EEA: 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 **hire 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.

“Unsealed Public Road” - A **public road** which is not sealed with a material such as tarmac, bitumen or concrete, for example, a gravel road.

“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.