# CAR HIRE EXCESS INSURANCE POLICY DOCUMENT

www.questor-insurance.co.uk

assistance@questor-insurance.co.uk





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# **Section 1 - Introduction**

Thank **You** for purchasing **our** Car Hire Excess Policy. Questor Insurance have been supplying this insurance since the 4<sup>th</sup> of August 2007 issuing more than 3,000,000 policies. The service **We** provide is 'unexpectedly personal' in all respects and **Our** staff will go the extra mile to meet **Your** expectations.

This insurance is designed to reimburse **You** in the event of certain covered incidents resulting in **You** having to pay the applicable excess detailed in the **Rental Agreement You** signed when **You** hired **the Rented Vehicle** from a registered vehicle **Rental Company**. This insurance also provides the following additional benefits as stated on the **Certificate of Insurance**:

- Cover for damage to the tyres, wheels, windscreen, **undercarriage**, or **roof** of the **Rented Vehicle**.
- Cover against the costs incurred because of **You** putting the wrong type of fuel into a **Rented Vehicle**.
- Cover for replacing the locks and keys of a **Rented Vehicle** if the original keys are lost, damaged, stolen or **You** unintentionally locked **Yourself** out of the **Rented Vehicle**.
- Cover for replacing stolen **Personal Effects** from the **Rented Vehicle**.
- Cover against Loss of Use charges applied by the **Rental Company** following a claim which is covered by this insurance.
- Cover for **Towing** fees levied by the **Rental Company** associated with a loss under this policy or **Mechanical Breakdown**.
- Cover if the **Rental Agreement** is cut short on the advice of a medical practitioner and there being no other person authorised by the **Rental Company** to drive the **Rented Vehicle**.
- Cover against drop off charges imposed by the **Rental Company** in the event of there being no person authorised to return the **Rented Vehicle** to the agreed drop off point following an accident/illness where **You** have been instructed not to drive on the advice of a medical practitioner.
- Cover against cancellation charges levied by the **Rental Company** where **You** cancel **Your Rented Vehicle** because of an incident covered under this policy; and
- Cover against **Administration Charges** following a claim which is covered by this insurance.

Please note that purchasing this policy will not prevent the **Rental Company** from asking **You** to leave a charge/deposit with them, usually in the form of a credit card. As this policy operates on a reimbursement basis, **You** will need to ensure **You** are able to pay the **Rental Company** directly in the first place for any charges they apply under **Your Rental Agreement**.

Please take time to read this policy document in full. It is **Your** responsibility to ensure that all the terms and conditions have been met.

This product is underwritten by Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770). For more details about the **Insurer**, please refer to <u>Section 9 – Legal</u>, <u>Regulatory and Other Information</u>.

If **You** need to contact the **Insurer**, please do so through Questor Insurance, trading name for Riverside Underwriting Limited as follows:

Riverside Underwriting Limited	<b>Opening Hours</b> : Mon - Fri 9AM - 5PM
Third Floor Riverside House	Telephone: + 44 (0) 330 094 4330
Maidstone Kent	International Telephone: +44 (0)330 094 4330
United Kingdom	UK Call Centre: +44 (0) 330 094 4330
ME14 1JH	Email: assistance@questor-insurance.co.uk

Questor Insurance also offer a live chat facility which can be accessed via their website (<u>https://www.questor-insurance.co.uk/</u>) during the opening hours as stated above.

Questor Insurance do not have a direct or indirect holding in Fortegra Europe Insurance Company P.L.C. and neither does Fortegra Europe Insurance Company P.L.C. have a direct or indirect holding in Questor Insurance.

Neither Questor Insurance nor Fortegra Europe Insurance Company P.L.C. provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure the policy meets **Your** needs.

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 <u>Definitions</u> 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 contact **Us** and **We** will be happy to help.

#### How to make a Claim

Orchard Administration have been managing **our** claims since 1<sup>st</sup> of July 2014. *TrustPilot's*<sup>03/2023</sup> rating of 4.7 is a testament to the 'unexpectedly personal' service they provide. An online, easy to use portal makes submitting and managing **your** claim as easy as buying the policy.

To make a claim, please complete the online claim form at <u>claimant.orchard-administration.co.uk</u>. You will need Your login details for Your MyQuestor online portal.

You may contact the Claim Administrator via the following methods:

Orchard Administration Limited Third Floor Riverside House Maidstone Kent United Kingdom ME14 1JH

Opening Hours: Mon - Fri 9AM - 5PM Telephone: +44 (0) 333 323 0095 International Telephone: +44 (0) 1622 391 708 Email: admin@orchard-administration.co.uk

#### **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 trading as Questor Insurance. In exchange for **Your** payment of the premium referenced in **Your Certificate of Insurance**, **You** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **Your** policy.

Signed by Andrew Lawrence Authorised signatory for Questor Insurance A trading name of Riverside Underwriting Limited

# Section 2 – Important Information

It is important that **You**:

- 1. Check **Your Certificate of Insurance** to ensure the details are correct and that the cover is as **You** requested.
- 2. Check that the **Period of Insurance** covers the start and end date of the **Rental Agreement**.
- 3. Check that **You** are eligible for this insurance (see <u>Eligibility</u> below).
- 4. Check that the information You have given Us is accurate (see <u>Disclosure of Important Information</u>).
- 5. Ensure that the policy meets **Your** needs.
- 6. Notify the **Administrator** as soon as possible of any inaccuracies on **Your Certificate of Insurance**, or if **You** are not eligible for the insurance.
- 7. Comply with any duties detailed under each section of the Policy Document and under the insurance contract generally.

# Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the <u>General</u> <u>Conditions</u> section of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the <u>Making a Claim</u> section.

In these sections **You** will find conditions that **You** need to meet. If **You** do not meet these conditions, **We** may reject a claim, or in some circumstances, **Your** policy may be cancelled.

# Eligibility

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

- 1. The Rented Vehicle is not supplied to You by a Peer-to-Peer service.
- 2. The Rented Vehicle is not supplied to You by vehicle Subscription Service unless You have purchased a Single Trip Policy.
- 3. The **Rented Vehicle** is not supplied to **You** by a **Car Club** unless **You** have purchased a **Single Trip Policy** or have purchased **Our Car Club** Optional Extra. See <u>Optional Extras</u> section of this document.
- 4. You hold a valid internationally recognised driving licence or permit for the **Rented Vehicle**. This must be valid in the country in which **You** are travelling.
- 5. The **Rented Vehicle** has a maximum current value of £100,000 at the **Rental Agreement's Start Date** and is a maximum of twenty (20) years old since the date of first registration.
- 6. The Rented Vehicle is a Car.
- 7. The Rented Vehicle will not be used on a Safari or an Off-Road adventure trail.
- 8. You are aged at least twenty-one (21) and legally able to drive the **Rented Vehicle** and are not driving against the advice of a medical practitioner.
- 9. At the time of purchase of this policy, **You** are a **Permanent Resident** in the United Kingdom (England, Scotland, Wales, and Northern Ireland), Channel Islands, Isle of Man or Gibraltar.

### Lead Driver

It is a condition of this policy that the **Policyholder** and **Lead Driver** as noted on the **Certificate of Insurance** are the same as the **Lead Driver** named on the **Car Rental Agreement**. If **You** require cover for another **Lead Driver You** must purchase a separate policy unless **You** purchase **Our** Dual **Lead Driver** option. See the <u>Optional Extras</u> section of this document.

### **Period of Insurance**

This policy must have been purchased prior to the commencement of **Your Car Rental Agreement**. This policy is invalid if the dates and times on the **Car Rental Agreement** do not fall within the **Period of Insurance**. Only one rental vehicle may be covered at one time.

#### The Period of Insurance is stated on Your Certificate of Insurance.

This policy can be purchased as either a **Single Trip Policy** covering a single **Rental Agreement** up to one hundred and eighty (180) continuous calendar days in length or an **Annual Multi Trip Policy** covering unlimited **Rental Agreements** up to thirty-one (31) continuous calendar days in length (or sixty-two (62) continuous calendar days if **You** have purchased

the Extended Rental Cover <u>Optional Extra</u>). The vehicle must be returned after the rental period of each agreement to be checked for any new damage, and a new **Rental Agreement** will need to be issued. If **You** automatically renew **Your** policy, **You** will have continuous cover.

Cover begins the moment **You** sign **Your Rental Agreement** and ends at the time **You** have dropped the vehicle off according to the end of the **Rental Agreement** period if out of vehicle **Rental Company** office hours. If **You** return the vehicle outside normal rental office business hours, cover will be automatically extended by an additional 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 <u>assistance@questor-insurance.co.uk</u>.

# Before you Drive your Rented Vehicle

- 1. Ensure that the dates listed on **Your Rental Agreement** fall within **Your Period of Insurance**.
- 2. Ensure that the Lead Driver stated on Your Certificate of Insurance is the same as the Lead Driver on the Rental Agreement.
- 3. Read the **Rental Agreement** terms and conditions, ensuring **You** are comfortable with their exclusions.
- 4. Pay the excess deposit with a credit card.
- 5. Check the **Rented Vehicle** for any pre-existing damage and make sure that it is noted on the pre-hire inspection form to avoid any unjustified charges. If there is no one from the **Rental Company** available, ensure that **You** take a suitable number of photographs which are date and time stamped when collecting the vehicle.

# If you have an incident involving another vehicle

- 1. You must obtain the vehicle registration number, name and address of the other driver and provide this to Your Rental Company and to Us so that We can exercise Our rights to obtain a recovery if the incident was the fault of the other driver.
- 2. Where required by local authorities, you must report the incident to the police and keep a copy of the police report.
- 3. Ensure that a completed incident report, detailing both parties' details, is handed to the rental desk.

### If you have been involved in an incident

- 1. Ensure that **You** have taken photos of the damage.
- 2. Retain a copy of **Your Rental Agreement** do not give this document back to the **Rental Company** employees.
- 3. Obtain a copy of the damage report and printed invoice confirming how much **You** are being charged to repair the damage.
- 4. **We** recommend **You** pay for the damage in the currency of the country **You** rented in and retain the receipt.
- 5. When You have returned home, follow the claim procedure as set out on Your Certificate of Insurance.

We will not provide any cover if these eligibility requirements are not met at the **Start Date** of **Your** policy. Please contact <u>assistance@questor-insurance.co.uk</u> as soon as possible if **You** are not eligible for this insurance or if **You** have any queries regarding eligibility of this policy.

### **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**. **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
- May not pay any claim in full, or
- May revise the premium and the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact **Us** as soon as possible. We do not provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure the policy meets **Your** needs.

# Section 3 – What is Covered

This section provides details of events that are reimbursable under this policy following a covered incident in relation to **Your Rental Agreement**, along with specific exclusions. Please read each section below to make sure this policy meets **Your** needs.

The cover **You** have purchased is stated on **Your Certificate of Insurance**. If **You** wish to extend **Your** coverage, please log into **Your** MyQuestor portal or contact **Us** at <u>assistance@questor-insurance.co.uk</u>.

<u>Please note that the maximum recoverable under this policy which **You** can claim in the **Period of Insurance** is the overall limit shown on the **Certificate of Insurance**.</u>

# **Excess Reimbursement**

We will pay up to the amount stated on the **Certificate of Insurance** for any excess fee which **You** are liable for under **Your Rental Company's** Collision Damage Waiver cover for damage caused to or the theft of the **Rented Vehicle** by:

- 1. Weather related claims.
- 2. Damage caused by fire or explosion.
- 3. Accidental and malicious damage.
- 4. Collisions with animals.
- 5. Theft or attempted theft.

# Tyres, Wheels, Windscreen, Undercarriage and Roof

We will pay up to the amount stated on the **Certificate of Insurance** which **You** are liable for under **Your Rental Agreement** for the following types of claims:

- 6. Damage to Tyres, Wheels, Rims, and Alloys.
- 7. Windscreen and other glass on the vehicle.
- 8. Damage to Undercarriage and Roof.

#### You are not covered for:

- 9. Any claim that relates to damage specifically excluded from the excess fee under the **Rental Company's** terms and conditions and not covered under the Tyres, Wheels, Windscreen, **Undercarriage** and **Roof** section above.
- 10. Any claim for theft or attempted theft which has not been reported to the police and an official police report has not been obtained.
- 11. Costs for damage to, or loss of, parts of the vehicle that were already damaged at the time of the **Rental Agreement** starting.
- 12. The loss or theft of, or damage to, the contents of a Rented Vehicle unless this is a result of an external collision.
- 13. The loss or theft of or damage to any removable part of the vehicle (including parcel shelves).
- 14. Accessories which are fitted to or supplied with the **Rented Vehicle**, such as sound systems, radios, tape, CD or MP3 players, ski racks, car-seats, GPS and satellite navigation equipment and telecommunications equipment.
- 15. Resulting from wear and tear or Mechanical Breakdown.
- 16. Loss or damage to the interior of the **Rented Vehicle** other than in the event of a collision.
- 17. Costs due to general wear and tear of any of these parts.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

### **Administration Charges**

We will pay up to the amount stated on Your Certificate of Insurance towards any Administration Charges which are applied by the Rental Company following a claim which is covered by this insurance. This includes reimbursement of any charges for Loss of Use of the vehicle following a covered incident You were involved in.

#### You are not covered for:

- 1. Administration fees not relating to a valid claim for an incident involving You and the vehicle.
- 2. Fines, parking tickets or payment charges.
- 3. For payment card transaction fees or currency exchange rate charges.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

# **Towing Charges**

We will pay up to the amount stated on Your Certificate of Insurance towards any Towing charges which are applied by Your Rental Company following a valid claim which is covered by this insurance or as a result of mechanical failure.

#### You are not covered for:

- 1. Any **Towing** charges which are not in relation to a valid claim under this policy.
- 2. Any Towing charges which are not in relation to Mechanical Breakdown to the vehicle.
- 3. Any **Towing** charges which do not result in the vehicle being towed back to the rental location or to a repairing garage.
- 4. Any assistance which takes place due to the vehicle being **Off-Road** such as beaches or ditches.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

# 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 Rental Agreement putting the wrong type of fuel into Your Rented Vehicle. We will pay this amount towards:

- 1. The cost of flushing the engine.
- 2. Additional Travel Expenses which are necessary to continue Your immediate journey.

#### You are not covered for:

- 3. Any claims for mechanical repairs or the cost of any replacement parts.
- 4. Any costs relating to a missed departure.
- 5. Any claim for replacement fuel.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

# **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 Rented Vehicle if the original key or lock transmitter is lost, stolen or damaged, including the cost of replacement locks and any locksmith charges.

#### You are not covered for:

- 1. Any loss or damage to the vehicle or **Your** belongings caused by **You** or the locksmith in opening or attempting to open the vehicle.
- 2. Where **You** did not obtain approval to use a locksmith from **Your Rental Company** prior to a locksmith being called out.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

### Curtailment

We will pay up to the amount stated on the **Certificate of Insurance** if the **Rental Agreement** is cut short on the advice of a medical practitioner and there being no other person authorised by the **Rental Company** to drive the **Rented Vehicle**. **You** must present a medical certificate or letter from the medical practitioner confirming the instruction not to drive for the remaining period of the **Rental Agreement**.

#### You are not covered for:

1. Any claim where **You** have not been able to provide a medical certificate or letter from the medical practitioner confirming instruction not to drive for the remaining period of the **Rental Agreement**.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

# **Drop off Charges**

In the event of there being no person authorised to return the **Rented Vehicle** to the agreed drop off point following an accident/illness for which **You** have obtained a medical certificate or letter from the medical practitioner confirming the instruction not to drive for the remaining period of the **Rental Agreement**, **We** will pay up to the amount stated in **Your Certificate of Insurance** for charges made by the **Rental Company** to recover the **Rented Vehicle**.

#### You are not covered for:

1. Any claim where **You** have not been able to provide a medical certificate or letter from the medical practitioner confirming instruction not to drive for the remaining period of the **Rental Agreement**.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

### Locked Out Cover

If You unintentionally lock Yourself out of the Rented Vehicle, We will pay up to the amount stated in Your Certificate of Insurance to open the Rented Vehicle. The Rental Company must approve the use of a locksmith prior to a locksmith being called out.

#### You are not covered for:

- 1. Any loss or damage to the vehicle or **Your** belongings caused by **You** or the locksmith in opening or attempting to open the vehicle.
- 2. Where **You** did not obtain approval to use a locksmith from **Your Rental Company** prior to a locksmith being called out.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

### **Cancellation Charges**

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

- 1. The Death, Bodily Injury or Serious Illness of:
  - a. You or Your Travelling Companion(s), or
  - b. Any person with whom You have arranged to reside temporarily during Your trip, or
  - c. A Close Relative of You or Your Travelling Companion(s), or
  - d. A Close Business Associate of You or Your Travelling Companion(s).
- 2. Jury service attendance or being called as a witness at a Court of Law of You or Your Travelling Companion(s).
- 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(s) 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.

#### You are not covered for:

- 6. Any claim where **You** have failed to notify the provider of transport immediately when it is found necessary to cancel the trip.
- 7. Any claim for cancellation charges following bodily injury or serious illness where **You** have not been able to provide a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented **You** from travelling.
- 8. Any cancellation resulting from fear of or due to any health emergency, declared as a pandemic or not are specifically excluded.

#### Please also refer to the general policy conditions and exclusions applying to all sections.

### **Personal Effects Cover**

We will pay up to the amount stated on Your certificate insurance for the value of personal effects following theft or attempted theft from the locked boot, covered luggage area or glove box of the **Rented Vehicle**.

This Section covers **You** against theft, attempted theft or damage to **Your Personal Effects** following visible forced entry to the **Rented Vehicle**.

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.

In the event of a loss under this section, **You** will be required to provide a copy of a police report.

#### You are not covered for:

- 1. Any claim where there are no visible signs of forcible or violent entry into the **Rented Vehicle**.
- 2. Any claim for theft or attempted theft which has not been reported to the police and an official police report obtained.
- 3. Any claim for items not specified within the police report.
- 4. Claims for **Personal Money**, documents of any kind and **Valuables**.
- 5. Any claim where personal possessions belonging to **You** have not been left secured in the **Rented Vehicles** locked luggage compartment (meaning locked car-boot, glove box or locked rear storage area that has a factory fitted cover in place such as parcel shelf, and where the contents of said compartment are not viewable from outside the **Rented Vehicle**).
- 6. Any theft from the unattended Rented Vehicle between the hours of 20:00 and 08:00 local time.

Please also refer to the general policy conditions and exclusions applying to all sections.

# Section 4 – General Exclusions applicable to the whole policy

The following exclusions apply across **Your** whole policy. **We** will not pay any claim, or be liable for, any of the following:

- 1. For any claims or costs where **You** or the hire vehicle fails to meet the <u>eligibility requirements</u> for this policy.
- 2. Vehicles supplied by a **Peer to Peer** service.
- 3. Vehicles supplied by a vehicle Subscription Service unless You have purchased a Single Trip Policy.
- 4. Vehicles supplied by a **Car Club** unless **You** have purchased a **Single Trip Policy** or have purchased **Our Car Club** Optional Extra. See <u>Optional Extras</u> section of this document.
- 5. Consequential Loss.
- 6. Any claims for over £500 where **You** have paid the excess or cost of damage in cash.
- 7. For any costs that can be recovered from the **Rental Company** or any other person or company.
- 8. Which results from a direct breach of the terms and conditions of **Your Rental Agreement**.
- 9. For damage to another vehicle, death or bodily injury to a person or animal, or property.
- 10. For any amount greater than the amount You are liable for as stated on Your Rental Agreement.
- 11. Costs relating to currency exchange rate charges, or payment transaction fees.
- 12. Any pre-existing damage.
- 13. Any damage caused where the dates on the **Rental Agreement** do not fall within the dates on the **Certificate of Insurance**.
- 14. Resulting from **Your** misuse of alcohol or drugs (including the misuse of prescription drugs).
- 15. Resulting from fraudulent, dishonest, illegal activities or a criminal act committed by **You**.
- 16. If the Rented Vehicle was being driven by a person that is not named on the Rental Agreement.
- 17. Use of the vehicle off the public highway, or for the purpose of a **Safari** or other adventure tour **Off-Road**.
- 18. For any loss or damage resulting from a deliberate and intentional act by You.
- 19. For Additional Travel Expenses unless otherwise stated in the policy wording.
- 20. Arising whilst driving in violation of the road laws of the country of hire.
- 21. Motorhomes, Vans, Campervans, trailers or caravans, commercial vehicles, trucks, motorcycles, mopeds, motorbikes, vehicles intended for Off-Road use or vehicles with more than 9 seats.
- 22. Any loss arising from driving as **Your** occupation or profession, or hires for commercial use or **Business Use** when purchasing an **Annual Multi Trip Policy**.
- 23. For call out charges or roadside assistance not related to a valid claim.
- 24. For courtesy vehicles from a repair garage or dealership.
- 25. For cleaning fees.
- 26. Arising directly or indirectly from: **War** or acts of terrorism, an insured person engaging in active **War**, or nuclear risks.

# Section 5 – General Conditions applicable to the whole policy

- 1. Unless You have Our permission in writing, You must not admit that You or any person named on Your Rental 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. You must take reasonable care to protect the vehicle and its property at all times against damage, accident of any kind, loss or other events, and act as if You were not covered by insurance.
- 3. You must take all reasonable precautions to prevent or diminish damage or cease any activity which may result in further damage to the vehicle.
- 4. Cover is provided in the countries specified in the **Rental Agreement** providing they are within the scope of the territory **You** have purchased (see definitions of **Europe** and **Worldwide**).
- 5. Cover is extended to additional drivers providing they are eligible to drive the **Rented Vehicle** under the terms and conditions of the **Rental Agreement** and named on the **Rental Agreement**.
- 6. This policy and any optional extras must have been purchased prior to the commencement of the **Rental Agreement** for which **You** wish this policy to be operative.
- 7. You may amend Your policy prior to the start of a **Rental Agreement** and any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
- 8. Where there is **Dual Insurance**, please let **Us** know, so that **We** pay **Our** proportion of **Your** claim.
- 9. When purchasing a **Single Trip Policy**, the **Policy Period** must fully cover the period shown on the **Rental Agreement**. No policy can be issued retroactively.
- 10. When purchasing an **Annual Policy**, all dates for the rental must fall within the period of cover as stated on **Your Certificate of Insurance**.
- 11. This insurance policy in its entirety is invalid if the dates on the **Rental Agreement** do not fall within the dates on the **Certificate of Insurance**.
- 12. If You automatically renew Your policy, You will have continuous cover.
- 13. The Lead Driver indicated on the Rental Agreement must coincide with the Policyholder and Lead Driver's name on the Certificate of Insurance.
- 14. We reserve the right to apply additional terms or decline to renew an Annual Multi Trip Policy.

# Section 6 – Making a Claim

# Who to Contact?

To make a claim, please visit <u>claimant.orchard-administration.co.uk</u>. **You** will need **Your** login details for **Your** Questor Insurance online portal.

You may contact the Claim Administrator via the following methods:

Orchard Administration Limited	Opening Hours: Mon - Fri 9AM - 5PM
Third Floor Riverside House	Telephone: +44 (0) 333 323 0095
Maidstone Kent	International Telephone: +44 (0) 1622 391 708
United Kingdom	Email: admin@orchard-administration.co.uk
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:

- 1. All claims must be reported to the **Claim Administrator** as soon as possible, but in any event within thirty (30) days of **You** becoming aware of an incident.
- 2. You must complete a claim form (in full) and provide, at Your own expense, any information and assistance which the Claim Administrator requires in establishing the amount of any payment under this insurance. Failure to do this may result in a delay of Your claim assessment.

The **Claim Administrator** may request the following supporting documents:

- 1. A copy of the **Rental Agreement**, showing driver names, dates of the rental and **Your** excess liability.
- 2. A copy of the Accident Damage Report (or similar document) and/or a photographic picture of the damage caused.
- 3. A copy of the driving licence of the **Lead Driver** and the person in control of the **Rented Vehicle** at the time of the incident giving rise to a claim.
- 4. Proof of payment of the costs being claimed in the form of a credit/debit card statement showing the payment made and the card holder's name.
- 5. An invoice from the **Rental Company** which confirms the cost of the repair carried out to the **Rented Vehicle** and any associated **administration** fees.
- 6. Repairs invoice or damage matrix supplied by the **Rental Company** which details in full the breakdown of the parts and labour charges.
- 7. If **You** are claiming for **Personal Effects**, **You** must provide a copy of a police report.
- 8. If **You** are claiming as a result of a third-party damaging **Your Rented Vehicle**, **You** must provide **Us** with written confirmation from **Your Rental Company**, confirming whether liability has been determined. Please note that such cases can take longer than cases with no third-party involvement to resolve.

### **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** will only pay ("contribute") **Our** fair share of the claim.

# **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**

If You find that this cover does not meet Your needs, You can cancel this policy at any time during the Period of Insurance.

For **Single Trip** policies, if **You** cancel any time before the **Start Date** of **Your Period of Insurance**, then **You** will receive a full refund of the premium **You** have paid. If **You** cancel after the **Start Date** of **Your Period of Insurance**, **We** will not refund any premium paid.

For **Annual Multi Trip** policies, if **You** cancel within fourteen (14) days of purchasing this policy or before inception, **You** will receive a full refund of the premium paid as long as **You** have not made a claim or intend to make a claim under the policy. If **You** cancel at any other time, **We** will not refund any premium paid.

Please refer to the product type and policy period specified on Your Certificate of Insurance.

If You wish to cancel Your policy before the Start Date of Your Period of Insurance, please log onto Your MyQuestor portal.

If You email Us outside of Our opening hours, Your request will be taken from the date Your email is sent.

### The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **You** commit fraud and there will be no refund of the premium **You** have paid. 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

We are committed to providing You with the best possible service and customer care. However, We understand there may be times where We fail to meet these standards.

Any complaint should be addressed to:

Customer Resolution Team Riverside Underwriting Limited Third Floor Riverside House Maidstone Kent United Kingdom ME14 1JH Opening Hours: Mon - Fri 9AM - 5PM Telephone: +44 (0) 333 323 0093 International Telephone: +44 (0)333 323 0093 Email Us: crt@riverside-underwriting.co.uk

**Your** complaint will be acknowledged in writing promptly once made. The **Administrator** will aim to resolve **Your** complaint within eight (8) weeks from first notification of **Your** complaint. If the **Administrator** cannot resolve **Your** complaint within eight (8) weeks, the **Administrator** will notify **You** in writing to confirm the reasons why and **Your** rights to refer **Your** complaint to The Financial Ombudsman Service:

- by submitting your complaint online please see financial-ombudsman.org.uk, or
- by email at complaint.info@financial-ombudsman.org.uk, or
- by telephone on 0207 964 1000, or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR.

**IMPORTANT**: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

The complaint handling arrangements above are without prejudice to **Your** right to commence a legal action in accordance with **Your** contractual rights.

# Section 9 – Legal, Regulatory and Other Information

# **Financial Services Compensation Scheme**

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the **UK** if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- by completing the form on the FSCS website www.fscs.org.uk/contact-us/ or
- by calling 0800 678 1100, or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

### **Data Protection Notice**

#### **Data Protection**

Fortegra Europe Insurance Company Ltd (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

#### How We Use Your Personal Data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also Use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

#### **Disclosure of Your Personal Data**

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party Administrators, other insurers, reinsurers, other insurance intermediaries, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

#### **International Transfers of Data**

We may transfer Your personal data to destinations outside of the UK or the EEA (European Economic Area). Where We transfer Your personal data outside of the UK or the EEA, We will ensure that it is treated securely and in accordance with the Legislation.

#### Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

#### Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

# **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 **Claim 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.

# **Regulatory Details**

Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company P.L.C. has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at https://www.fortegra.eu/solvency-and-financial-condition-report.

The **Administrator**, Riverside Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942. These registration details can be checked on the UK's Financial Conduct Authority's Financial Services Register.

# 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.

"Administration Charges" - Charges made by the **Rental Company** that cannot be recovered following an incident covered by this insurance. This includes charges applied by the **Rental 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. Riverside Underwriting Limited is a company registered in England & Wales (06201617) and is authorised and regulated by the Financial Conduct Authority (FRN 466942).

"Annual Multi Trip Policy" - Is a policy that covers unlimited Vehicle Rental Agreements in the Period of Insurance up to thirty-one (31) calendar days in length, unless You have purchased Extended Rental Cover, which would extend Your coverage up to sixty-two (62) calendar days in length.

"Business Use" – The use of the Rented Vehicle for hire and reward which allows You to carry passengers or goods in return for payment or to travel from customer to customer on a commercial basis. This does not include travelling to and from a fixed place of work.

"**Car**" – A motor vehicle which is contracted for the carriage of passengers and their belongings and is adapted to carry no more than nine (9) persons including the driver.

"**Car Club**" – A short-term licensed **Car** rental service that gives members access to **Cars** in convenient locations that can be rented for short term hire, often by the minute, hour or day.

"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 updated and replaced whenever You make any changes to the policy.

"Claim Administrator" - The company who will handle any claims on **Our** behalf. This is Orchard Administration Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH United Kingdom. Orchard Administration Limited is a company registered in England & Wales (09028636).

"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**.

"Consequential Loss" - An indirect adverse impact / loss of opportunity, or out-of-pocket expense which You may incur following a valid claim under this Policy, including (but not limited to) additional **Rental Company** costs, accommodation costs, transport costs and debt-collection fees.

"Dual Insurance" – is when someone is covered for the same risk more than once by different insurance policies.

"Europe" – Europe means all countries west of the Ural Mountains, British Isles, Ireland and the Islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, and Azores. No cover is provided for countries or areas where **Your** Government has advised against all (but essential) travel.

"Insurer" – Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company P.L.C. has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

"Lead Driver" – The person whose name is listed on the **Rental Agreement** as the lead or main driver. This must be the person signing the **Rental Agreement**. If **You** have purchased Dual Lead Driver, policy is extended to two Lead Drivers who are deemed as joint Policyholders.

"Loss of Use" - A charge applied by a **Rental Company** if a **Rented Vehicle** is not available for hire following an incident covered by this insurance.

"Mechanical Breakdown" – The malfunction or failure of moving or electronic parts or component failure. This includes burnt out or faulty clutch, battery or any other engine part that fails.

"Minibus" – A vehicle up to 7.5T designed to carry up to fifteen (15) people including the driver.

"Motorhome and or Campervan" – A vehicle up to 7.5T which includes fixed sleeping or cooking facilities.

"Off-Road" - Driving completely off-road on natural terrain, including but not limited to beaches, ditches, riverbeds, four wheeling, rock crawling, anywhere You are prohibited from driving or where there is no marked road, driving through enclosed game parks such as drive through animal encounters.

"Policyholder" – The person who is listed as the Lead Driver on this policy.

"Peer to Peer" – Also known as Car sharing, Peer to Peer rental is where privately owned vehicles are available for others to rent for short periods of time.

"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 for more than six (6) months of the current year, 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) 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, travellers, 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.

"Rental Agreement" - The contract between You and a Rental Company which allows You to rent a vehicle. It will include details about You, the Rented Vehicle and terms and conditions of the hire.

"Rental Company" - The company who is renting You the Rented Vehicle, which must be licensed to provide vehicles for rent in the territory in which it is situated.

"Rented Vehicle" - The vehicle rented by You under a Rental Agreement for a fixed period from a Rental Company.

"Roof" – Means the structure forming the upper covering of the Rented Vehicle.

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

"Single Trip Policy" – is a policy that covers a single Vehicle Rental up to one hundred and eighty (180) continuous calendar days in length.

"Start Date" - The date that the insurance cover commences, as shown on Your Certificate of Insurance and on Your Rental Agreement.

"Subscription Service" – A service that provides continuous monthly vehicle rental on a rolling contract basis.

"Towing" – Recovery of the **Rented Vehicle** following an accident, theft, malicious damage, fire or **Mechanical Breakdown** to the nearest premises owned by the **Rental Company**, a repairing garage or the original pick-up location.

"Travelling Companion(s)" – Any person You have arranged to travel within the Rented Vehicle.

"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 (excluding trucks).

"Valuables" – Jewellery, platinum, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, CDs, DVDs, memory cards, speakers and headphones, computer games, mobile phones, laptops, PCs, electronic devices and associated equipment.

"You, Your, Yourself" - The individual specified on the Certificate of Insurance who is named as the Lead Driver on the Rental Agreement plus any eligible person(s) authorised by the Rental Company to drive the Rented Vehicle. The person signing the Rental Agreement must be the policy holder.

"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 Insurer acting through the Administrator.

"Worldwide" – Worldwide means anywhere in the world apart from Afghanistan, Belarus, Crimea, Cuba, Democratic Republic of the Congo, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, South Sudan, Sudan, Syria, Russia, Venezuela and Zimbabwe. No cover is provided for countries or areas where **Your** Government has advised against all (but essential) travel.

# Section 11 – Optional Extras (Subject to an additional premium)

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.

To add an Optional Extra, please log into Your MyQuestor portal where You will be able to upgrade Your policy.

# **Dual Lead Driver**

This option allows two Lead Drivers to hire vehicles independently of each other at the same or at different times.

Both drivers must be **Close Relatives** who permanently reside at the same address shown on the **Certificate of Insurance** and are deemed to be joint **Policyholders**.

Cover benefits, exclusions and conditions apply to both drivers during the **Period of Insurance**. References to '**You**' in this document are amended to mean both drivers.

This option is only available on **Annual Multi Trip** policies and must be purchased prior to collecting a vehicle.

# **Extended Rental Agreement**

This option allows **You** to hire a vehicle for up to sixty-two (62) calendar days as opposed to thirty-one (31) calendar days.

This option is only available on **Annual Multi Trip** policies and must be purchased prior to exceeding thirty-one (31) calendar days under a single **Rental Agreement**.

### **Collision Damage Waiver**

This option only applies if the **Rental Company** does not provide any collision damage waiver cover and is only available outside of **Europe**.

We will pay up to £75,000 for any damage caused to or the theft of Your rental vehicle for which You are held responsible under the terms of Your Rental Agreement.

There is no cover provided for any third-party liability for which **You** may be held responsible, and **You** should ensure that adequate third-party insurance is provided under the terms of **Your Rental Agreement** or is purchased separately elsewhere.

Please note that if this option is purchased then the maximum recoverable under this section of the policy which **You** can claim during the **Period of Insurance** is £75,000.

#### Iceland Extension

This option only applies to vehicles rented in Iceland and provides cover for risks typically excluded from **Your Rental Agreement** excess.

We will provide cover for weather related charges arising from the incident for damage to the **Rented Vehicle's** exterior that are specifically not covered by the collision damage waiver / insurance provided under the terms of **Your Rental Agreement**. The damage cover is limited to:

- 1. Windblown doors
- 2. Damage caused by sand, gravel, ash, pumice, or other earth materials that are blown onto the vehicle or thrown onto the vehicle by another vehicle, machine, or person. Consequential damage to the radiator, engine, or transmission is not covered.

Please note that if this option is purchased then the maximum recoverable under this section of the policy which **You** can claim during the **Period of Insurance** is £10,000.

We will not pay for any loss if You have not followed the conditions set out in Your Rental Agreement or where You have contravened Icelandic law.

### **Vehicle Battery Failure**

This option will reimburse **You** for charges applied by the **Rental Company**, up to the amount stated on **Your Certificate of Insurance**, if the battery of a **Rented Vehicle** fails for costs relating to:

- Replacing the battery of a conventional or electrical vehicle, including any associated fitting costs
- Charging the battery of a conventional or electrical vehicle
- Vehicle replacement costs
- Roadside assistance relating to the failed/flat battery.

We will not pay any **Rental Company** refuelling or administrative charge if **You** have simply failed to return **Your Rented Vehicle** uncharged and contrary to the terms and conditions of **Your Rental Agreement** or for any claim where **You** have not acted on the instruction of **Your Rental Company** or its recovery service.

# **Car Club Cover**

This option amends the terms of the policy so that **You/Your** also refers to a **Car Club** member.

Cover is extended to include hiring vehicles from **Car Clubs**. All other terms and conditions of this policy remain the same.

Any **Car Club** member/additional driver driving the **Rented Vehicle** must be named on the **Certificate of Insurance You** hold with **Us**.

This option is only available for purchase on Annual Multi Trip policies.

Please note that if this option is purchased then the maximum recoverable under this policy which **You** can claim during the **Period of Insurance** is £10,000.