











# **Contents**

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# **Section 1 - Introduction**

Thank You for purchasing Our Car Hire Excess Insurance Policy.

This insurance policy 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 licensed vehicle **Rental Company**. This insurance policy may also provide 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 the **Rented Vehicle**.
- Cover for replacing the locks, keys or lock transmitters of the 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 insurance 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 insurance 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 Policy Document is evidence of a contract of insurance and should be read in conjunction with your **Certificate of Insurance**.

This insurance was arranged by the **Administrator**, Riverside Insurance Agency Malta Limited. Riverside Insurance Agency Malta Limited is authorised to act as an insurance agent for the Insurer in terms of the Insurance Distribution Act, Cap 487 of the Laws of Malta and is regulated by the Malta Financial Services Authority. Full details about the licence of Riverside Insurance Agency Malta Limited are available at <a href="https://www.mfsa.mt/financial-services-register/">https://www.mfsa.mt/financial-services-register/</a>.

The **Administrator** is responsible for issuing the policy on behalf of the **Insurer**.

The **Insurer** (referred to as "**We**", "**Us**" or "**Our**" in this policy document) is Fortegra Europe Insurance Company SE (Malta company registration number SE 17), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, who is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general insurance business, and who is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Annual reports on **Our** solvency and financial position can be found at <a href="https://www.fortegra.eu/solvency-and-financial-condition-report">https://www.fortegra.eu/solvency-and-financial-condition-report</a>.

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

Questor Insurance Core 55A Triq Ir- Ruzell Attard Atd 1500 Malta Opening Hours: Mon - Fri 9AM - 5PM Telephone: +353 5644 49400

Email: assistance@questor-insurance.ie

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

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

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

The **Administrator** retains a commission from the total premium. The **Administrator** may also earn income from the **Insurer** based on the overall performance of **Our** account with them and not directly related to **Your** 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.

#### How to make a Claim

Orchard Administration have been managing **Our** claims since 1<sup>st</sup> of July 2014. *TrustPilot's*.<sup>03/2025</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 insurance 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** Customer 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**: +353 5644 49404

Email: admin@orchard-administration.co.uk

### The Insurance Contract

This insurance 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 insurance 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 insurance policy document and **Your Certificate of Insurance** are issued to **You** by Riverside Insurance Agency Malta 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 for the duration of **Your** policy.

Signed by Andrew Lawrence

Authorised signatory for Questor Insurance

A trading name of Riverside Insurance Agency Malta 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 **Rental Agreement** dates fall within the **Period of Insurance**.
- 3. Check that **You** are eligible for this insurance policy (see Eligibility below).
- 4. Check that the information **You** have given **Us** is accurate (see Disclosure of Important Information).
- 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 policy.
- 7. Comply with any duties detailed under each section of this insurance policy 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 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. You are a Permanent Resident of the Republic of Ireland.
- 2. The **Rented Vehicle** is not supplied in **Your** country of residence unless **You** have purchased **Our In-Country** cover
- 3. The Rented Vehicle is supplied to You by a Rental Company, and You are subject to an Excess. You must ensure that Your Rental Agreement includes Collision Damage Waiver unless You have purchased Our Collision Damage Waiver Optional Extra.
- 4. The **Rented Vehicle** is not supplied to **You** by a vehicle **Subscription Service** unless **You** have purchased a **Single Trip Policy**.
- 5. 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** Cover Optional Extra. See Optional Extras section of this document.
- 6. **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.
- 7. The Rented Vehicle has a maximum recommended retail price of €120,000 at the Rental Agreement's Start Date and is a maximum of twenty (20) years old since the date of first registration.
- 8. The **Rented Vehicle** is a **Car**.
- 9. The **Rented Vehicle** will not be used on a **Safari** or an **Off-Road** adventure trail.
- 10. **You** are at least twenty-one (21) years of age and legally able to drive the **Rented Vehicle** and are not driving against the advice of a medical practitioner.

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

### **Lead Driver**

It is a condition of this insurance policy that the **Lead Driver** as noted on the **Certificate of Insurance** is 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 **Rented Vehicle** may be covered at one time.

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

This insurance 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 as an **Annual Multi Trip** Policy for unlimited **Rental Agreements** up to thirty-one (31) continuous days in length (or sixty-two (62) continuous days if **You** have purchased the Extended Rental Agreement Optional Extra).

If You automatically renew Your cover, You will be insured for any rental which spans Your renewal.

Cover begins the moment You sign Your Rental Agreement and ends at the time You have dropped the Rented Vehicle off according to the end of the Rental Agreement period. If You return the Rented Vehicle outside normal Rental Company office business hours, cover will be automatically extended by an additional calendar day or until the Rented Vehicle is checked in by the Rental Company, whichever is soonest. If You wish to extend the Period of Insurance, You should contact assistance@questor-insurance.ie.

# 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 security deposit with a credit card and ensure that You have a sufficient limit.
- 5. Check the documentation that confirms the accessories supplied with the **Rented Vehicle** (car jacks, snow chains, spare tyres) to ensure that they are present when **You** collect **Your Rented Vehicle**.
- 6. 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 **Rented Vehicle**.

### If you have been involved in an incident

- 1. Where required by **Your Rental Company**, **You** must report the incident to the **Rental Company** within their specified timeframe.
- 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 **You** have taken photos of the damage.
- 4. Retain a copy of Your Rental Agreement do not give this document back to the Rental Company employees.
- 5. Obtain a copy of the damage report and printed invoice confirming how much **You** are being charged to repair the damage.
- 6. We recommend You pay for the damage in the currency of the country You rented in and retain the receipt.
- 7. If **You** are unhappy with the charges incurred and/or **You** have been charged for pre-existing damages, **You** should dispute the charges with **Your Rental Company** and credit card provider.
- 8. When You have returned home, follow the claim procedure as set out on Your Certificate of Insurance

### If you have been involved in an incident involving another vehicle

- 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.

# **Disclosure of Important Information**

In deciding to accept **You** for this insurance policy 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, and **You** have acted fraudulently or contrary to good faith in conjunction with **Your** obligation to disclose such information, **We** may cancel **Your** insurance and refuse to pay any claim. If **You** have otherwise intentionally or negligently disregarded **Your** obligation to disclose such information, **We**:

- May not pay any claim in full in accordance with what is reasonable in light of the significance which the
  information would have had for Our risk assessment, whether such disregard was intentional or negligent or
  other circumstances, or
- May revise the premium and the extent of the cover may be affected

This may give rise to difficulty in **You** trying to purchase insurance elsewhere.

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

# Section 3 – What is Covered

This section provides details of events that are reimbursable under this insurance 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** Customer portal or contact **Us** at assistance@questor-insurance.ie.

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

### **Excess Reimbursement**

We will pay the Excess which You are liable to pay under Your Rental Company's Collision Damage Waiver cover for damage caused to, or the theft of the Rented Vehicle, up to the limit stated on the Certificate of Insurance.

# 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:

- 1. Damage to Tyres, Wheels, Rims, and Alloys.
- 2. Windscreen and other glass on the **Rented Vehicle**.
- 3. Damage to Undercarriage and Roof.

#### You are not covered for:

- 1. Any claim that relates to damage specifically excluded from the Excess under the Rental Company's terms and conditions and not covered under the Tyres, Wheels, Windscreen, Undercarriage and Roof section above.
- 2. Any claim for theft or attempted theft which has not been reported to the police and an official police report has not been obtained.
- 3. Costs for damage to, or loss of, parts of the **Rented Vehicle** that were already damaged at the time of the **Rental Agreement** starting.
- 4. The loss or theft of, or damage to, the contents of a **Rented Vehicle** unless this is a result of an external collision.
- 5. The loss or theft of or damage to any removable part of the Rented Vehicle (including parcel shelves).
- 6. 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.
- 7. Any claim resulting from wear and tear or **Mechanical Breakdown**.
- 8. Loss or damage to the interior of the **Rented Vehicle** other than in the event of a collision.
- 9. Costs due to general wear and tear.

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

# **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 or Diminishment of Value of the Rented Vehicle following a covered incident You were involved in.

### You are not covered for:

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

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

## **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 policy or as a result of Mechanical Breakdown.

#### You are not covered for:

- 1. Any **Towing** charges which are not in relation to a valid claim under this insurance policy.
- 2. Any Towing charges which are not in relation to Mechanical Breakdown to the Rented Vehicle.
- 3. Any **Towing** charges which do not result in the **Rented Vehicle** being towed back to the rental location or to a repairing garage.
- 4. Any assistance which takes place due to the **Rented Vehicle** being stranded or immobilised, or **Your Rented Vehicle** being stuck in snow, sand, or terrain.

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

### 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 and Additional Travel Expenses that are necessary to continue Your immediate journey.

#### You are not covered for:

- 1. Any costs relating to a missed departure.
- 2. Any claim for replacement fuel.

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

### **Lost, Stolen or Damaged Keys**

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. 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 **Rented Vehicle** or **Your** belongings caused by **You** or the locksmith in opening or attempting to open the **Rented Vehicle**.
- 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 of the insurance policy.

#### 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 of the insurance policy.

### **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 of the insurance policy.

### **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 **Rented Vehicle** or **Your** belongings caused by **You** or the locksmith in opening or attempting to open the **Rented Vehicle**.
- 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 of the insurance policy.

# **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 policy 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:

- 1. Any claim where **You** have failed to notify **Your Rental Company** immediately when it is found necessary to cancel the trip.
- 2. 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.
- 3. Any cancellation resulting from fear of or due to any health emergency, whether declared as a pandemic or not are specifically excluded.

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

### **Personal Effects Cover**

We will pay up to the amount stated on Your Certificate of 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**).

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

# Section 4 – General Exclusions applicable to the whole insurance policy

**We** will not pay any claim in the following circumstances, or where **You**, intentionally or negligently, have caused an insured event or exacerbated its effect, or, where relevant, **We** reduce indemnification:

- 1. For any claims or costs where **You** or the **Rented Vehicle** fails to meet the <u>eligibility requirements</u> for this insurance policy.
- 2. Any claims which result from a direct breach of the terms and conditions of Your Rental Agreement.
- 3. Vehicles that are not subject to a formal Rental Agreement, such as borrowed vehicles.
- 4. Vehicles supplied by a vehicle **Subscription Service**.
- 5. Vehicles supplied by a **Car Club** unless **You** have purchased **Our Car Club** Optional Extra. See Optional Extras section of this document.
- 6. Consequential Loss.
- 7. Any type of documentation, including vehicle documentation that is usually located in the glovebox.
- 8. Any claims for over €500 where **You** have paid the **Excess** or cost of damage in cash.
- 9. For any costs that can be recovered from the **Rental Company** or any other person or company.
- 10. For damage to another vehicle, death or bodily injury to a person or animal, or property.
- 11. For any amount greater than the amount You are liable for as stated on Your Rental Agreement.
- 12. Costs relating to currency exchange rate charges, or payment transaction fees.
- 13. Any pre-existing damage.
- 14. Any damage caused where the dates on the **Rental Agreement** do not fall within the dates on the **Certificate** of Insurance.
- 15. Resulting from Your misuse of alcohol or drugs (including the misuse of prescription drugs).
- 16. Resulting from fraudulent, dishonest, illegal activities or a criminal act committed by You.
- 17. If the Rented Vehicle was being driven by a person that is not named on the Rental Agreement.
- Use of the Rented Vehicle off the public highway, or for the purpose of a Safari or other adventure tour Off-Road.
- 19. For any loss or damage resulting from a deliberate and intentional act by You.
- 20. For Additional Travel Expenses unless otherwise stated in the policy wording.
- 21. Arising whilst driving in violation of the road laws of the country of hire.
- 22. **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.
- 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 insurance policy

- 1. The maximum recoverable under this insurance policy which **You** can claim during the **Period of Insurance** is stated on **Your Certificate of Insurance**.
- 2. 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 policy.
- 3. **You** must take reasonable care to protect the **Rented 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 the insurance policy.
- 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 definition of **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 insurance policy.
- 8. Where there is **Dual Insurance**, please let **Us** know, so that **We** can pay ("contribute") **Our** proportion of the claim.
- 9. When purchasing a **Single Trip Policy**, the **Period of Insurance** must fully cover the period shown on the **Rental Agreement**. No policy can be issued retroactively.
- 10. 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**.
- 11. If You automatically renew Your policy, You will be insured for any damage which spans Your renewal.
- 12. The **Lead Driver** indicated on the **Rental Agreement** must be the same as the **Lead Driver's** name on the **Certificate of Insurance**.
- 13. We reserve the right to apply additional terms or decline to renew an Annual Multi Trip Policy.
- 14. Should any payment be due to You following a successful claim, We will only reimburse the Policyholder.

# Section 6 – Making a Claim

### Who to Contact?

To make a claim, please visit <a href="https://claimant.orchard-administration.co.uk/">https://claimant.orchard-administration.co.uk/</a>. You will need Your login details for Your Customer online portal.

You may contact the Claim Administrator via the following methods:

Orchard Administration Limited Third Floor Riverside House 40-46 High Street Maidstone Kent United Kingdom ME14 1JH Opening Hours: Mon - Fri 9AM – 5PM Telephone: +353 5644 49404

Email: admin@orchard-administration.co.uk

### 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.
- 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 due under this insurance
  policy. 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.
- 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 (front and reverse).
- 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 Charges**.
- 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 insurance policy, there is another insurance policy (**Dual Insurance**) 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 insurance policy in the name of **You** or any other person named on the **Certificate of Insurance** 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 policy 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 policy, Your right to any benefit under this insurance policy 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 insurance policy does not meet **Your** needs, **You** can cancel this policy at any time during the **Period** of **Insurance**.

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 unless:

- a) We have committed a material breach of Our obligations pursuant to Irish law or pursuant to this policy;
- b) We have made amendments to the policy during the policy term;
- c) You have not paid the premium for a new premium period upon renewal, or
- d) There otherwise exists a new circumstance which is significant to the circumstances surrounding the insurance.

If You wish to cancel Your policy before the Start Date of Your Period of Insurance, please log onto Your Customer 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 Questor Insurance Core 55A Triq Ir- Ruzell Attard Atd 1500 Malta Opening Hours: Mon - Fri 9AM - 5PM

Telephone: +353 5644 49400

Email Us: assistance@questor-insurance.ie

The Administrator will acknowledge Your complaint within five (5) business days of the complaint being made.

**You** will be informed of the name of the individual that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further.

**You** will be provided with an update on the progress of the investigation of **Your** complaint, in writing, within twenty (20) business days of the complaint being made.

A decision on **Your** complaint should be provided to **You** within forty (40) business days of the complaint being made. If **We** are unable to resolve **Your** complaint within forty (40) business days, **You** will be advised of the expected timescale in which the complaint should be resolved.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within forty (40) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

- By email at info@fspo.ie; or
- By writing to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 D02
   VH29, Ireland; or
- By telephone on +353 1 567 7000

For more information, please see online at www.fspo.ie

Alternatively, **You** may refer **Your** complaint to The Financial Services Arbiter in Malta:

- By email at complaint.info@asf.mt; or
- By writing to the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta; or
- By telephone on 00356 21 249 245.

For more information, please see online at financialarbiter.org.mt.

IMPORTANT: Both the Financial Services Arbiter (Malta) and the Financial Services and Pensions Ombudsman (Ireland) will expect **You** to have followed the above procedure before they accept **Your** case.

If **You** have purchased **Your** contract online, and **You** are a resident of an EU country **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 complaint 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 and Other Information

#### **Data Protection Notice**

### **Data Protection**

Fortegra Europe Insurance Company SE (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), and for Our legitimate interest including for offering renewal terms, pricing or statistical purposes. We may collect and use special categories of data from You for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

### Types of Personal Data we hold

We retain all the information that You provide to Us as well as information that We receive from third parties mentioned below.

#### **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 ten (10) 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 SE, 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 the insurance policy has no right to enforce any term of this insurance policy but this does not affect any right or remedy of a third party which exists or is available.

## **Safeguarding Your Premium and Claim Payments**

All premium payments from **You** and due to **Us** for this insurance 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 Ireland and subject to the exclusive jurisdiction of the Irish court.

#### **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 SE (Malta Company registration number SE 17) 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, is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general insurance 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, and by the Central Bank of Ireland for conduct of business rules. Annual reports on **Our** solvency and financial position can be found at <a href="https://www.fortegra.eu/solvency-and-financial-condition-report">https://www.fortegra.eu/solvency-and-financial-condition-report</a>.

The **Administrator**, Riverside Insurance Agency Malta Limited (Malta company C 94792) is enrolled under the Insurance Distribution Act to act as an Insurance Agent for Fortegra Europe insurance Company SE. Fortegra Europe Insurance Company SE is authorised by the Malta Financial Services Authority under the Insurance Business Act.

Both entities are regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and by the Central Bank of Ireland for conduct of business rules. Full details are available at <a href="https://www.mfsa.mt/financial-services-register/">https://www.mfsa.mt/financial-services-register/</a>.

### **Insurance Compensation Fund**

In the event Fortegra Europe Insurance Company SE cannot meet its obligations, the Insurance Compensation Fund may in certain circumstances provide funds for liquidators so that they may pay the valid claims of insolvent Insurers. Information about compensation fund arrangements is available from the Central Bank of Ireland.

### Stamp Duty

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of the Stamp Duties Consolidation Act, 1999.

#### Insurance Act of 1936

All monies which become or may become due and payable to us under the policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

# **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 policy. This includes charges applied by the Rental Company for Loss of Use and Diminishment of Value.

"Administrator" - The company who administers this insurance policy. This is Riverside Insurance Agency Malta Limited, Core 55A Triq Ir- Ruzell Attard Atd 1500 Malta . Riverside Insurance Agency Malta Limited (Malta company registration number C 94792) is enrolled under the Insurance Distribution Act to act as an Insurance Agent for Fortegra Europe insurance Company SE (Malta company registration number SE17). Fortegra Europe Insurance Company SE is authorised by the Malta Financial Services Authority under the Insurance Business Act. Both entities are regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Full details are available at <a href="https://www.mfsa.mt/financial-services-register/">https://www.mfsa.mt/financial-services-register/</a>.

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

"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, child or fiancé/fiancée living in the same residence as You.

"Collision Damage Waiver" – The basic cover for damage to or the theft of the Rented Vehicle, usually provided by the Rental Company. Where You have Collision Damage Waiver with the Rental Company, You would normally be liable for an Excess.

"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.

"Diminishment of Value" - Charges incurred by the Rental Company for the perceived reduction in value of the Rented Vehicle as a result of the damage caused by You.

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

"Excess" – The maximum amount that You are liable for in the event of damage to, or theft of, the Rented Vehicle, under the terms and conditions of the Collision Damage Waiver which is set out in Your Car Rental Agreement.

"Insurer" – Fortegra Europe Insurance Company SE (Malta company registration number SE 17), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, who is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general insurance business, and who is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Annual reports on **Our** solvency and financial position can be found at <a href="https://www.fortegra.eu/solvency-and-financial-condition-report">https://www.fortegra.eu/solvency-and-financial-condition-report</a>.

"In Country" – means Rented Vehicles hired in the Republic of Ireland. When arranging this policy, You will have the option to purchase this cover. If You do not purchase this cover, You will not be covered for rentals in the Republic of Ireland.

"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, this policy is extended to two Lead Drivers jointly.

"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 policy.

"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.

"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.

"Period of Insurance" – The period for which the 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 from a fleet of vehicles that they own or lease. The Rental Company must be licensed to provide vehicles for rent in the territory in which it is situated and must provide the minimum compulsory insurance required in the country of hire.

"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" – provides cover for a single Rented Vehicle under a single Rental Agreement 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 with, in the Rented Vehicle.

"Undercarriage" - The underside of the Rented 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 **Lead Driver**.

### "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 Customer portal where You will be able to upgrade Your policy.

Please note that the maximum recoverable under this insurance policy which **You** can claim during the **Period of Insurance** is the overall limit shown on the **Certificate of Insurance**.

#### **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 the **Rented Vehicle**.

#### **Extended Rental Cover**

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

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

## **Collision Damage Waiver**

Some Car Rental Companies, usually but not exclusively in the USA, Canada, Caribbean, Mexico, South and Central America, do not include cover (often referred to as Collision Damage Waiver) in their Rental Agreements for the Rented Vehicle. Where this cover is not provided by the Car Rental Company, this optional extra will provide cover for up to €75,000 for any damage caused to or the theft of Your Rented Vehicle for which You are held responsible under the terms of Your Rental Agreement.

Most **Rental Companies** within Europe usually include **Collision Damage Waiver** with the **Rental Agreement.** If **You** already have **Collision Damage Waiver** with the **Rental Company**, **You** will not require this optional extra.

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.

### **Iceland Extension**

This option only applies to the **Rented Vehicle** 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 **Rented Vehicle** or thrown onto the **Rented Vehicle** by another vehicle, machine, or person. Consequential damage to the radiator, engine, or transmission is not covered.

We will provide increased cover for towing as a result of the **Rented Vehicle** being **Off-Road** and immobilised due to the terrain or weather conditions up to a maximum of €1,500.

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 Charges if You have simply failed to return Your Rented Vehicle with sufficient charge 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.