

# VEHICLE HIRE EXCESS INSURANCE

Policy Document



## INTRODUCTION

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

## DEMANDS AND NEEDS STATEMENT

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

## INSURER

This policy is underwritten by SOLID Försäkringar, Box 22068 25022 Helsingborg, Sweden. Corp ID No 516401---8482 and managed by Linkham Services Limited.

SOLID is a Swedish based insurance company regulated by Finansinspektionen, the Financial Supervisory Authority Sweden (Institute Number: 22090) and passported into the Financial Conduct Authority (Financial Services Firm Reference Number: 401229). **You** can check this on the Financial Services Register by visiting the website <http://www.fca.org/> or by contacting the Financial Conduct Authority (FCA) on 0800 111 6768.

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

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

## PRIVACY

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

## REGULATION, JURISDICTION AND LAW

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

## TAX

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

## CORRESPONDENCE

Leisure Guard as the Agent responsible for the sale of the Policy normally correspond via email. By purchasing this policy **You** agree to this form of communication and agree to update Leisure Guard immediately if there is any change to **Your** email address.

## WHO IS ELIGIBLE TO PURCHASE VEHICLE HIRE INSURANCE?

Any person: -

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

5. Age limits that apply: -

Vehicle	Min Age	Max Age
Car	21	84
Motor Home / Camper Van	24	74
Van	24	74
Mini-Buses	24	74

## VEHICLES COVERED BY THIS POLICY

Any vehicle with a value up to £50,000 (excluding tax) at the time of the policy being taken out and less than 20 years old.

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

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

## DAILY OR ANNUAL POLICIES

This insurance can be purchased as either a Daily policy insuring a single **Hire Agreement** or as an Annual policy insuring unlimited **Hire Agreements** up to 31 days in length. Policies are available as follows: -

Vehicle	Daily	Annual
Cars	Up to 180 days	Yes
Motor Home /Camper Van	Up to 45 days	No
Van	Up to 14 days	No
Mini-Buses	Up to 14 days	No

## COOLING OFF PERIOD

Leisure Guard will refund in full **Your** premium, if **You** cancel this insurance and **You** have not commenced **Your Hire Agreement**, and **You** have not reported (and are not intending to report) a claim.

## WHAT MAKES UP THIS POLICY?

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

## MONETARY LIMITS

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

## CLAIMS

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

### Orchard Administration Limited

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

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

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

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

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

## CLAIMS NOTIFICATION

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

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

## DEFINITIONS

**“Additional Travel Expenses”** means any additional travel costs **You** incur in connection with a loss under the relevant section of this policy.

**“Auto Glass”** means any glass that forms part of the **Hire Vehicle** and includes windscreens, windows, internal and external lights and sunroof.

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

**“Country of Residence”** means the country where **You** are ordinarily permanently resident, pay tax or are registered with a Medical Practitioner.

**“Excess Reimbursement”** means the amount that **You** are liable for under the terms of the **Hire Agreement** being the excess on the Collision Damage Waiver and Theft insurance policies provided by the **Hire Company**.

**“Hire Company”** means a company licensed in the territory in which it is situated to provide vehicles for hire.

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

**“Hire Vehicle”** means any vehicle rented under a hire contract on a daily or weekly basis from such a **Hire Company** or Agency, which must be licensed with the regulatory authority of that Country, State or Local authority.

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

**“Loss of Use”** means the period during which the vehicle hired by **You** is not available for hire due to damage caused during the **Hire Agreement**. **Loss of Use** charges are calculated at the same rate at which **You** paid when **You** hired the vehicle.

**“MiniBus”** means a vehicle up to 7.5T designed to carry up to 15 persons.

**“Motor Home/Campervan”** means a vehicle up to 7.5T which includes sleeping and cooking facilities.

**“Public Highway”** is deemed as any road made or unmade that is intended for use by the general public.

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

**“Towing”** means recovery of the vehicle following an accident, theft, malicious damage, fire or mechanical breakdown to the nearest premises owned by the **Hire Company** or the original pick up location whichever is closest.

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

**“Under Body of the Vehicle”** means the underside of the vehicle excluding bumpers, trim, tyres and wheel rims.

**“Van”** means a vehicle up to 7.5T designed specifically to carry goods.

**“You, Your”** means the person(s) named on the Vehicle **Hire Agreement** and on the certificate of insurance as named drivers which attaches to this policy. The person signing the **Hire Agreement** may be the Policyholder.

**“We, Us, Our”** means SOLID Försäkringar.

**“Worldwide”** means any country.

## GENERAL CONDITIONS IN ADDITION TO THOSE SHOWN ELSEWHERE IN THIS POLICY

1. **You** agree to abide by the terms and conditions of this policy at all times.
2. **You** must advise **Our** appointed claim handlers within 1 calendar month of the end of the **Hire Agreement** of any incident that may give rise to a claim under this policy.
3. All certificates, information and evidence required by **Our** appointed claim handlers shall be provided at **Your** expense.
4. Except with **Our** written consent, **You** are not entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us**. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.
5. **We** may at **Our** own expense take proceedings in **Your** name to recover compensation from any third party in respect of any reimbursement made under this Insurance and any amounts recovered shall belong to **Us**. **You** agree to provide reasonable assistance to **Us** to recover such amounts.
6. This insurance is provided for one **Hire Vehicle** at any one time, which may be driven and operated by **You**.
7. Cover commences from the time **You** take legal control of the **Hire Vehicle** and ends at the time the **Hire Company** assumes control of the **Hire Vehicle** whether at its business location or elsewhere.
8. This policy and any optional extras must have been purchased prior to the commencement of the **Hire Agreement** for which **You** wish this policy to be operative.
9. **You** may amend **Your** policy prior to the start of a **Hire Agreement** any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
10. Where there is dual insurance, please let **Us** know, so that **We** pay **Our** proportion of **Your** claim.
11. When purchasing a Daily policy the policy must coincide with the period shown on the **Hire Agreement**. No policy can be issued retroactively.
12. This insurance policy in its entirety is invalid if the dates on the **Hire Agreement** and the dates on the certificate of insurance do not match.
13. The Lead driver indicated on the **Hire Agreement** must coincide with the policy holder and lead driver's name on the Certificate of Insurance.
14. **We** reserve the right to apply additional terms on renewal.

## GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

1. Any loss or damage to a third party including bodily injury and property.
2. Any loss that occurs where the full Premium has not been paid.
3. Alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of any drug addiction).
4. Loss or damage directly or indirectly caused through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. Any fraudulent, dishonest or criminal act committed by any Person(s) in connection with this policy.
6. Loss arising from operation of the **Hire Vehicle** in violation of the terms of the **Hire Agreement**.
7. Any amount recovered from the **Hire Company** or its Insurers.
8. Any vehicles which is not hired from a **Hire Company**.
9. Wear, tear and mechanical breakdown, other than for towing.
10. Losses arising out of illegal activities.
11. Driving by any persons not authorised by the **Hire Company**.
12. Any Person not named on the Certificate of Insurance.
13. The rental of certain vehicles, namely: trailers or caravans, trucks, commercial vehicles (other than Vans up to 7.5T), motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications.
14. Expenses reimbursed by the Insured Person's Employers' Insurer.
15. Losses occurring from driving whilst not on a **Public Highway**.
16. Losses occurring from driving on **Safaris** or adventure trails.
17. **Additional Travel Expenses** unless otherwise stated in the policy wording.
18. Consequential Losses unless otherwise stated in the policy wording.
19. Cleaning fees.
20. Van and Mini-Bus hires which do not commence and terminate in the **UK**.

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

The following endorsements are operative if shown on the certificate of insurance and the appropriate additional premium has been paid: -

1. Dual lead driver
2. Extended rental cover
3. Collision Damage Waiver
4. Vehicle Battery Failure

## COMPLAINTS PROCEDURE

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

### Questor Insurance Services Ltd

1st Floor Orchard House Station Road Kent ME8 7RS  
Tel: +44 1634 238484 Email: assistance@questor-insurance.co.uk

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

**The Financial Ombudsman's Service** - Exchange Tower, Harbour Exchange Square, London, E14 9GE  
Telephone:0300 123 9123  
Email:complaint.info@financial-ombudsman.org.uk  
Website:www.financial-ombudsman.org.uk

## AUTO RENEW

To make sure **You** have continuous cover under **Your** policy, **We** will aim to automatically renew (auto-renew) **Your** policy when it runs out, unless **You** tell them not to. Each year **We** will write to **You** 21 days before the renewal date of **Your** policy, and tell **You** about any changes to the premium or the policy terms and conditions. If **You** do not want to auto renew **Your** policy, just call them on the telephone number provided on **Your** Certificate. Otherwise they will collect the renewal premiums from **Your** credit card or debit card. **You** should also note that **Your** renewed policy will only be valid when:

- **You** have told them about any changes to **Your** policy details; and
- **Your** credit card or debit card details have not changed.

In some cases **We** may not be able to automatically renew **Your** policy. They will let **You** know at the time if this is the case.

**We** are entitled to assume that **Your** details have not changed and **You** have the permission of the card holder unless **You** tell them otherwise **We** do not have **Your** payment details. They will tell the relevant processing bank that have **Your** payment details to charge the relevant premium to **Your** debit card or credit card on or before the renewal date. **You** can tell **Us** about any changes to **Your** policy details or opt out of automatic renewal at any time by phoning them on the telephone number provided on **Your** Certificate.

## COMPENSATION SCHEME

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

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

## WHAT IS COVERED

### EXCESS REIMBURSEMENT, LOSS DAMAGE WAIVER AND TOWING

#### What is covered?

This Section covers **You** for any physical loss or damage to the **Hire Vehicle** for which **You** are responsible for under the terms of the **Hire Agreement** following a Fire, Lightning Strike, Explosion, Accident, Accidental Damage, Theft or Attempted Theft, Malicious Damage, Storm and Flood. This section includes loss or damage to **Auto Glass**, Roof, Tyres, Wheel Rims, the **Under Body of the Vehicle**, Towing and **Loss of Use**.

#### Limits

Vehicle	Excess Reimbursement	Tyres, Windscreen Underbody	Towing
Car	£6,000	£6,000	£500

Motor Home / Camper van	£2,500	£2,500	£500
Van	£2,500	£2,500	£500
Mini-Bus	£2,500	£2,500	£500

#### Administration charges

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

#### What is not covered?

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

## KEY COVER

#### What's covered

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

#### Limits

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

## DROP OFF CHARGES

#### What's covered

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

#### Limits

The maximum amount payable under this section is £300.

#### What's not covered

Motor Home / Campervan, Vans or Mini-Bus

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

1. One-way **Hire Agreements**.

## LOCKED OUT COVER

#### What's covered

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

#### Limits

The maximum amount payable under this section is £100.

#### What's not covered?

Motor Home / Campervan, Vans or Mini-Bus

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

## MISFUELLING

#### What's covered

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

1. Flushing the engine of the incorrect fuel;
2. **Additional Travel Expenses;**
3. Vehicle recovery.

#### What's not covered

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

1. Repairs to the engine or associated parts;
2. Costs associated with any missed departure;
3. **Consequential Losses.**

## APPENDIX 1 – COUNTRY OF RESIDENCE

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

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

## APPENDIX 2 – OPTIONAL EXTRAS

The following Optional Extras are operative when shown on the certificate of insurance and the appropriate premium has been paid. Once included the optional extras cannot be removed or refunded unless the policy is cancelled.

### DUAL LEAD DRIVER

The terms and conditions of this policy are amended to allow two lead drivers, persons named on the certificate, to rent vehicles independently of each other. Both persons must be permanently resident at the address shown on the Certificate of Insurance and are deemed as joint policyholders.

### ANNUAL POLICY - EXTENDED HIRE AGREEMENT

**We** agree to extend the maximum length of any one **Hire Agreement** to 60 days.

### COLLISION DAMAGE WAIVER (CDW)

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