

VEHICLE HIRE EXCESS INSURANCE



Scheme Reference Number: CDAV1701

AVIOS VEHICLE HIRE EXCESS

This policy has been arranged by Rock Insurance Services Limited (ROCK). Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

You can check the regulatory status of ROCK by visiting <http://www.fca.org.uk/register> or by telephoning 0800 111 6768.

INSURER

Benefits under this policy are provided by EUROP ASSISTANCE S.A, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre. (Reference number 451 366 405) acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089.

Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. Europ Assistance S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland. This policy is underwritten by EUROP ASSISTANCE S.A, 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089 and managed by Linkham Services Limited.

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.

PRIVACY

We will collect certain information about **you** in the course of considering **your** application and conducting **our** relationship with **you**. This information will be processed for the purposes of underwriting **your** insurance cover, managing any insurance issued, administering claims and fraud prevention. **We** may pass **your** information to a qualified medical practitioner, other insurers, reinsurers, other parties who provide services under the policy and loss adjusters for these purposes. This may involve the transfer of **your** information to countries which do not have data protection laws.

By finalising **your** insurance application, **you** consent to the processing and transfer of information described in this notice. Without this consent **we** would not be able to consider **your** application.

We agree to adhere to the provisions of the Data Protection Act 1998 and all successor legislation during the term of the policy.

APPLICABLE LAW

This insurance is issued from the United Kingdom and shall be governed by the Laws of England.

YOUR DUTY OF DISCLOSURE

It is vital that **you** answer any questions in relation to arranging or administering this insurance policy honestly and accurately. **You** must take reasonable care not to make any misrepresentation because inaccurate answers may result in a claim being declined.

TAX

We will charge the amount of tax as directed by the relevant authorities in **your** country of residence.

CORRESPONDENCE

ROCK Insurance Services Limited as the agent responsible for the sale of the policy normally corresponds via email. By purchasing this policy **you** agree to this form of communication and agree to update ROCK immediately if there is any change to **your** email address.

WHO CAN BUY VEHICLE HIRE INSURANCE?

Any person:

1. Holding a valid full UK, EEA [European Economic Area] or Swiss driving licence
2. Permanently resident in the United Kingdom
3. Eligible to hire and drive a **hired 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 members of the Car Club and are authorised to drive the vehicle rented
5. Age limits that apply:

Vehicle	Min Age	Max Age
Cars	21	84

VEHICLES COVERED BY THIS POLICY

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

1. **Cars** with up to 9 seats

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

CANCELLING YOUR POLICY

Rock Insurance Services will refund in full **your** premium, if **you** decide that it does not meet **your** needs providing that **you** have not commenced **your** hire agreement, have not reported or are not intending to report a claim.

We may cancel this policy at any time if **you** have not paid **your** premium or if there is reasonable evidence that **you** misled **us** or attempted to do so. By this **we** mean, if **you** are dishonest or use fraudulent means to benefit under this policy or if **you** give any false declaration or make a deliberate misstatement when applying for this cover or when making or supporting **your** claim.

We will contact **you** by email and tell **you** at **your** last known email address if **we** cancel **your** policy, or by letter if **we** do not hold an email address for **you**.

WHAT MAKES UP THIS POLICY?

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

CLAIMS NOTIFICATION

If **you** need to make a claim please obtain a claim form by telephoning or writing to the claims service below within 28 days of **your** return, quoting CDAV1701 and which section of the policy **you** are claiming under. Alternatively, **you** can register **your** claim online, download claim forms and access a comprehensive list of FAQ's to help **you** with the claims process:

Reactive Claims Ltd
Attwood House,
Mansfield Business Park,
Four Marks,
Hampshire GU34 5PZ
Phone: 01420 383010
Email : info@reactiveclaims.com
Web: www.reactiveclaims.com

You will need to provide:

- A copy of **your** hire agreement.
- A copy of the local police report, if required by law in the country where the loss occurs.
- **Your** copy of the **hire company** accident damage report and a photographic picture of the damage caused.
- Invoices / Receipts / other documents confirming the amount **you** have paid in respect of the damage to the **hired vehicle** for which **you** are seeking reimbursement.
- A final repair invoice from the repairing garage which details the breakdown of parts and labour.
- Copy of **your** credit/debit card statement showing payment of the damages which **you** are seeking reimbursement.
- Copy of the driving licence of the policy holder and the person named on the **hire agreement** in control of the vehicle at the time of the incident.
- Any other documentation requested by **us** in order to settle **your** claims.
- **Your** bank details:
 - **UK** Bank - Sort Code and Account Number
 - 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 **hired vehicle** and includes windscreens, windows, internal and external lights and sunroof.

Business Use Class 3 means the insured person and any named driver(s) using the motor vehicle for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the motor vehicle to travel from customer to customer on commercial business.

Car means a motor vehicle which is constructed for the carriage of passengers and their effects and is adapted to carry no more than nine passengers.

Commercial Use means the insured person and any named driver(s) using the motor vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

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, spend more than 91 days per year, pay tax or are registered with a Medical Practitioner.

Europe means all countries west of the Ural Mountains, British Isles, Ireland, and islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, Israel and the Azores.

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 Agreement means the contract signed by **you** for the hire of the vehicle.

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

Hired 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.

Lead Driver means the person whose name is listed on the **hire agreement** as contractually responsible for the **hired vehicle**.

Loss of Use means the period during which 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.

Personal Possessions means clothing luggage and another 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 means 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 or charge cards all held for private purposes.

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 and United Kingdom means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

Under body means the underside of the vehicle excluding bumpers, trim, tyres and wheel rims.

Valuables Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any computer equipment (including software), furs, or leather clothing (apart from footwear).

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** must be the policyholder.

We, us, our means EUROP ASSISTANCE S.A.

Worldwide means any country.

under this Insurance and any amounts recovered shall belong to **us**. **You** agree to provide reasonable assistance to **us** to recover such amounts.

- This insurance is provided for one **hired vehicle** at any one time, which may only be driven and operated by **you** unless **you** have purchased the Dual Lead Driver optional extra.
- Cover commences from the time **you** take legal control of the **hired vehicle** and ends at the time the **hire company** assumes control of the **hired vehicle** whether at its business location or elsewhere.
- 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.
- 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.
- Where there is dual insurance, please let **us** know, so that **we** pay **our** proportion of **your** claim.
- When purchasing a daily policy, the policy must coincide with the period shown on the **hire agreement**. No policy can be issued retroactively.
- 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.
- The **lead driver** indicated on the **hire agreement** must coincide with the policy holder and **lead driver's** name on the Certificate of Insurance.
- We** reserve the right to apply additional terms on renewal.

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

- Any loss or damage to a third party including bodily injury and property.
- Any loss that occurs where the full premium has not been paid.
- Any loss arising from driving as **your** occupation or profession or rentals for **commercial use** or **business use class 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).
- 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.
- Any fraudulent, dishonest or criminal act committed by any person(s) in connection with this policy.
- Loss arising from operation of the **hired vehicle** in violation of the terms of the **hire agreement**.
- Any amount recovered from the **hire company** or its insurers.
- Any vehicles which are not hired from a **hire company**.
- Wear, tear, mechanical or electrical breakdown, other than for **towing**.
- Losses arising out of illegal activities.
- Driving by any persons not authorised by the **hire company**.
- Claims made by any person not named on the Certificate of Insurance.
- The rental of: trailers or caravans; trucks; commercial vehicles (other than vans up to 7.5T); motorcycles; mopeds; motorbikes; off-road vehicles; or any vehicle changed from its standard factory specifications.
- Expenses reimbursed by the insured person's employers' insurer.
- Losses occurring from driving whilst not on a **public highway**.
- Losses occurring from driving on **safaris** or adventure trails.
- Additional travel expenses** unless otherwise stated in the policy wording.
- Consequential losses** unless otherwise stated in the policy wording.
- Damage to the **hired vehicle** interior unless the damage is as a result of an accidental collision fire, theft or vandalism.
- Any claim arising whilst driving in violation of the road laws of the country of hire.
- Any claim arising for the rental of any vehicle which has a retail value when new in excess of £50,000 and has a 0-62mph (0-100kph) time of less than 6 seconds.
- Call out charges not related to the main claim.
- Payment card transaction fees.
- Courtesy cars from a repair garage or dealership.
- You** are not covered for any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to **you**.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **you** have any cause for complaint, please address these in the first instance to:

The Compliance Manager,
ROCK Insurance Group,
Griffin House,
135 High Street,
Crawley,
West Sussex,
RH10 1DQ
Email: admin@rockinsurance.com

GENERAL CONDITIONS IN ADDITION TO THOSE SHOWN ELSEWHERE IN THIS POLICY

- You** agree to abide by the terms and conditions of this policy at all times.
- 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.
- All certificates, information and evidence required by **our** appointed claim handlers shall be provided at **your** expense.
- 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.
- We** may at **our** own expense take proceedings in **your** name to recover compensation from any third party in respect of any reimbursement made

For complaints about how a claim has been handled **you** should contact:

Reactive Claims Ltd,
Attwood House,
Mansfield Business Park,
Four Marks,
Hampshire
GU34 5PZ
Email: managers@reactiveclaims.com

If **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London, E14 9SR
Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

ROCK Insurance Group adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. **You** can access the Online Dispute Resolution Portal here: <https://webgate.ec.europa.eu/odr/main/?event=main.about.show>

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers EUROP ASSISTANCE S.A and ROCK 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.

WHAT IS COVERED

EXCESS REIMBURSEMENT, LOSS DAMAGE WAIVER AND TOWING

What you are covered for

This section covers **you** up to the amount shown in the summary of cover table for any physical loss or damage to the **hired vehicle** 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 and the **under body** and **towing** and **loss of use**.

What you are not covered for

1. The excess shown in the summary of cover
2. Loss or damage to the interior however caused
3. Loss or damage to the contents of the **hired vehicle**
4. Anything mentioned in the general exclusions

ADMINISTRATION CHARGES

We will pay up to the amount shown in the summary of cover in respect of unrecoverable administration charges levied by the **hire company** following loss or damage to the **hired vehicle**.

KEY COVER

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for costs incurred for replacing damaged, lost or stolen **hired vehicle** keys, including replacement locks and locksmith charges unless only the parts needed to be changed.

What you are not covered for

1. More than 4 claims per policy year for annual policies
2. Anything mentioned in the general exclusions

LOCKED OUT COVER

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for costs incurred to open the **hired vehicle** if **you** unintentionally lock yourself out of

the **hired vehicle**. The **hire company** must approve the locksmith prior to a locksmith being called out.

What you are not covered for

1. Damaged caused by **you** or the locksmith in opening or attempting to open the **hired vehicle**.
2. Anything mentioned in the general exclusions.

MISFUELLING

What you are covered for

In the event that **you** put the wrong type of fuel into the **hired vehicle** we will pay **you** up to amount shown in the summary of cover for costs **you** incur in respect of:

1. Flushing the engine of the incorrect fuel;
2. **Additional travel expenses;**
3. Vehicle recovery.

What you are not covered for

1. Repairs to the engine or associated parts;
2. Costs associated with any missed departure;
3. **Consequential losses;**
4. Anything mentioned in the general exclusions.

DROP-OFF CHARGES

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for charges made by the **hire company** to recover the **hired vehicle** if there is no-one authorised to return the **hired vehicle** to the agreed drop-off point following **your** accident or illness for which hospitalisation takes place. **You** must present a medical certificate or letter from a Medical Practitioner confirming the hospitalisation.

What you are not covered for

1. One-way Hire Agreements;
2. Anything mentioned in the general exclusions..

SUMMARY OF COVER

Vehicle	Excess Reimbursement	Tyres, Windscreen, Underbody	Towing	Loss of Use	Excess Payable
Cars	£5,000	£5,000	£500	£500	Nil
Key cover	£500 (per claim) £2000 per year for annual policies				Nil
Locked out cover				£100	Nil
Misfuelling				£500	Nil
Admin charges				£200	Nil
Drop-off charges				£300	Nil

Limits stated are on a per claim basis and are not cumulative across the period of insurance, unless otherwise stated.