



VEHICLE HIRE EXCESS PROTECTION



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Section 1 - Introduction

Welcome to your Vehicle Hire Insurance Policy Document from Riverside Insurance Agency Malta Ltd.

This insurance is designed to reimburse **you** for **your** liability under the terms and conditions of a rental agreement following an incident involving the **rented vehicle** as stated in the respective **certificate of insurance**. If also stated on the **certificate of insurance**, it may also provide additional benefits, such as:

- Cover against the costs incurred because of **you** putting the wrong type of fuel into a **rented vehicle**.
- Cover for replacing the locks and keys of a **rental vehicle** if the original keys are lost or stolen or **you** unintentionally locked **yourself** out of the **rental vehicle**.
- Cover for replacing stolen **personal effects** from the **rental vehicle**.
- Cover against **Loss of Use** charges applied by the **rental company** which cannot be recovered 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.
- Provide a benefit 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 **rental vehicle**.
- Cover against drop off charges imposed by the **rental company** in the event of there being no person authorised to return the **rental vehicle** to the agreed drop off point following an accident/illness for which hospitalisation takes place.
- Cover against cancellation charges levied by the **rental company** where **you** cancel **your rental vehicle** as a result of an incident covered under this policy; and
- Cover against **administration charges** which cannot be recovered following a claim which is covered by this insurance.

Please note that this insurance may not remove any requirement for **you** to pay a deposit or bond to a **rental company** at the time of collecting a **rented vehicle**.

Please take time to read the [Important Information](#) section of this Policy Document. It tells you about things you need to check and the actions you need to take. It also contains details of the period of insurance.

This insurance was arranged by the **Administrator** who are responsible for issuing the policy on behalf of the **insurer**. The **insurer** (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), 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 business, 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 <https://www.fortegra.eu/solvency-and-financial-condition-report>.

Claims are handled by Orchard Administration Limited on **our** behalf and referred to as the **claim administrator** in this policy document. If **you** need to contact the **insurer**, please do so through Riverside Insurance Agency Malta Limited as follows:

General Manager
Riverside Insurance Agency Malta Limited
Block C Apartment R
Dolphin Court
Embassy Way
Ta'Xbiex XBX 1073
Malta

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: [+35627782989](tel:+35627782989)
Email Us: assistance@riversidemalta.com.mt

We do not have a direct or indirect holding in the **administrator** and neither does the **administrator** have a direct or indirect holding in **us**.

Neither **we** or the **administrator** provide advice or a personal recommendation about the suitability of this policy. It is **your** responsibility to ensure the policy meets **your** needs.

This policy is purchased as a **daily** insurance policy, the policy **start date** and the **period of insurance** are shown on **your certificate of insurance**.

Some words and phrases in this Policy Document and on **your certificate of insurance** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the [Definitions](#) section which can be found at the end of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English. If **you** have any disability that makes communication difficult, please tell **us** and **we** will be happy to help. Please contact the **administrator** if **you** need any documents to be made available in large print and/or in audio format.

The Insurance Contract

This Policy Document and **your certificate of insurance** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your certificate of insurance** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your certificate of insurance** are issued to **you** by Riverside Insurance Agency Malta Limited In exchange for **your** payment of the premium referenced in **your Certificate of Insurance**, **you** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

A handwritten signature in blue ink, appearing to read 'ALC', is positioned above the signature text.

Signed by Andrew Lawrence
Authorised signatory of Riverside Insurance Agency Malta Limited.

Section 2 – Important Information

It is important that **you**:

1. Check that **your certificate of insurance** to ensure the details are correct and the cover is as **you** requested.
2. Check **your certificate of insurance** to ensure the details are correct and that the cover is as **you** requested.
3. Check that the **period of insurance** covers the start and end date of the **rental agreement**.
4. Check that **you** are eligible for this insurance (see [Eligibility](#) below)
5. Check that the information **you** have given **us** is accurate (see [Disclosure of Important Information](#))
6. Ensure that the policy meets **your** needs.
7. Notify the **administrator** as soon as possible of any inaccuracies on **your certificate of insurance**, or if **you** are not eligible for the insurance; and
8. Comply with any duties detailed under each section of the Policy Document and under the insurance.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the [General Conditions](#) section of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the [Making a Claim](#) section.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment, or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Lead Driver

It is a condition of this policy that the policyholder and **lead driver** as noted on the certificate of insurance must be named as the **lead driver** on the **car rental agreement**.

Period of Insurance

In as far as **you** are concerned, this policy is purchased as a **daily policy** insuring a single **rental agreement** for the number of days stated in **your certificate of insurance** up to 120 continuous calendar days in length and subject to the policy limit(s) also stated on **your certificate of insurance**. The **period of insurance** is stated on **your certificate of insurance** and cover begins when **you** collect a **rental vehicle** from a **rental company**.

In as far as **you** are concerned, insurance cover ends on either the date **you** return the **rental vehicle** to the **rental company**, the end date shown on **your certificate of insurance** or when a claim is made, whichever happens first. If **you** return the vehicle outside normal rental office business hours cover will be automatically extended by an additional 1 calendar day or until the vehicle is checked in by the **rental company**, whichever is soonest. If you wish to extend the **period of insurance**, **you** should contact assistance@riversidemalta.com.mt.

Optional Extras

This policy can be extended by adding optional extras to your policy including Collision Damage Waiver which increases the sum insured to €75,000. Please see [Section 11 Optional Extras](#), for more information.

Before you Drive your Hired Vehicle

Read **your rental agreement** when **you** collect **your rental vehicle** from the **rental company**, including the terms and conditions. **We** will not pay any claim that results from a direct breach of any of the terms and conditions of **your rental agreement**.

Check the **rental vehicle** for any pre-existing damage and make sure it is noted on the pre-hire inspection form. If this is not possible, **we** recommend that **you** take a suitable number of photos which include evidence of the date when collecting the vehicle and keep these for **your** records. **You** should also check the tyres on the **rental vehicle**, there is a spare tyre, and all vehicle lights are working.

If you have an incident involving another vehicle

You must obtain the vehicle registration number and name, address of the other driver so that **we** can exercise **our** rights to obtain a recovery if the incident was the fault of the other driver.

Eligibility

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

- **You** hold a valid internationally recognised driving licence or permit for the **hired vehicle**. This must be valid in the country in which **you** are travelling.
- The **hired vehicle** has a maximum value of €100,000 at the **hire agreement's start date** and is a maximum of 20 years old since the date of first registration.
- The **hired vehicle** is a **car, van, minibus or motorhome**.
- If **you** are hiring from a **Car Club Company**, **you** and any other driver **Car Club Member** are authorised to drive the vehicle rented.
- The **hired vehicle** will not be used on a **safari** or an off-road adventure trail.
- **You** are aged at least 21 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 assistance@riversidemalta.com.mt as soon as possible if **you** are not eligible for this insurance or if **you** have any queries.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate, **we**:

- May cancel **your** insurance and refuse to pay any claim, or
- May not pay any claim in full, or
- May revise the premium, and
- The extent of the cover may be affected.

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

Section 3 – What is Covered

The cover **you** have purchased, and the rented vehicle covered is stated on **your certificate of insurance**. If **you** wish to extend **your** coverage, **you** should contact assistance@riversidemalta.com.mt.

Excess Reimbursement

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 claim:

1. Weather related claims
2. Damage caused by fire or explosion
3. Accidental and malicious damage
4. Collisions with animals
5. Theft or attempted theft if you choose to purchase this cover and have paid the additional premium

Loss Damage Waiver

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 claim:

1. Damage to Tyres, Wheels, Rims and Alloys
2. Windscreen and other glass on the vehicle
3. Damage to **undercarriage** and **roof**
4. Theft or attempted theft

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** or a **public authority** which cannot be recovered following a claim which is covered by this insurance. Administration fees exclude fines, parking fees or payment charges.

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** and cannot be recovered following a claim which is covered by this insurance.

Misfuelling

We will pay up to the amount stated on your **certificate of insurance** towards the costs incurred as a result of you or any person named on your **rental agreement** putting the wrong type of fuel into **your rented vehicle**. We will pay this amount towards:

1. The cost of flushing the engine
2. The cost of recovering the hire vehicle
3. **Additional travel expenses** which are necessary to continue your journey.

Key Cover

We will pay up to the amount stated on **your certificate of insurance** towards the cost of replacing the key or lock transmitter for your hire vehicle if the original key or lock transmitter is lost, stolen or damaged, including the cost of replacement locks and any locksmith charges.

Curtailement

We will provide a benefit as 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**. The **rental agreement** must be confirmed for a minimum of seven (7) days.

Drop off Charges

In the event of there being no person authorised to return the **rental vehicle** to the agreed drop off point following an accident/illness for which hospitalisation takes place, **we** will pay up to the amount stated in your **certificate of insurance** for charges made by the **rental company** to recover the **rental vehicle**. **You** must present a medical certificate or letter from a medical practitioner confirming the hospitalisation.

Locked Out Cover

If **you** unintentionally lock **yourself** out of the **rental 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.

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**; 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 companions**, or
 - d. A **close business associate** of **you** or **your travelling companions**.
2. Jury service attendance or being called as a witness at a Court of Law of **you** or **your travelling companion**.
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** who are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons, provided that such cancellation or curtailment could not reasonably have been expected at the time this insurance is purchased by **you**.
5. The Police requesting **you** to remain at or return to **your** home due to serious damage to **your** home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons, or theft.

Special conditions relating to claims

- If **you** fail to notify the provider of transport immediately when it is found necessary to cancel the trip our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- If **you** cancel the trip due to any other Bodily Injury or Serious Illness **you** must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented, you from travelling.
- Any cancellation resulting from fear of or due to any health emergency, declared as a pandemic or not are specifically excluded.

Personal Effects Cover

This Section covers **you** against theft, attempted theft or damage to **your personal effects** following visible forced entry to the **rental vehicle** between 8:00pm and 8:00am local time.

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. **We** will deduct the following amounts for wear and tear:

Age of personal effect deductions:

- Up to 1 year old 10% reduction of purchase price
- 1 to 2 years old 30% reduction of purchase price
- 2 to 3 years old 50% reduction of purchase price
- 3 to 4 years old 70% reduction of purchase price
- 4 to 5 years old 80% reduction of purchase price

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

Section 4 – What is not Covered

We will not pay any claim:

1. If **you** do not meet the [eligibility requirements](#) for this policy.
2. For any costs that can be recovered from the **rental company** or any other person or company.
3. Which results from a direct breach of the terms and conditions of **your rental agreement**.
4. For damage to another vehicle, death or bodily injury to a person or animal, or property.
5. For any amount greater than the amount **you** are liable for as stated in the **rental agreement**.
6. Any damage caused before the start date of **your rental agreement**.
7. Loss or damage to the interior of the **rental vehicle** other than in the event of a collision.
8. Solely for the loss or theft of, or damage to, the contents of a **rental vehicle**.
9. For accessories which are fitted to or supplied with the **rental vehicle**, such as sound systems, radios, tape, CD or MP3 players, ski racks, car seats, GPS and satellite navigation equipment and telecommunications equipment.
10. In respect of misfuelling
 - a. Mechanical repairs or the cost of any replacement parts
 - b. Any costs relating to a missed departure.
 - c. Any **administration charges** made by the **rental company**
11. Resulting from wear and tear or mechanical breakdown including the clutch unless [clutch cover](#) has been purchased and added to **your** policy.
12. Resulting from **your** misuse of alcohol or drugs (including the misuse of prescription drugs).
13. Resulting from a fraudulent, dishonest, illegal activities or a criminal act committed by **you**.
14. If the **rental vehicle** was being driven by a person that is not named on the **rental agreement**.
15. That occurs while the **rental vehicle** is not on a **public road**, for example, while on a **safari** or an adventure trail.
16. For any loss or damage resulting from a deliberate and intentional act by **you**.
17. For **additional travel expenses** unless otherwise stated in the policy wording.
18. Arising whilst driving in violation of the road laws of the country of hire.
19. For the hire of certain vehicles, namely: trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications.
20. For call out charges not related to the main claim.
21. For payment card transaction fees.
22. For courtesy vehicles from a repair garage or dealership.
23. For cleaning fees.
24. Arising directly or indirectly from:
 - a. **War** or acts of terrorism
 - b. An insured person engaging in **active war**
 - c. Nuclear risks

Section 5 – General Conditions

1. Unless **you** have **our** permission in writing, **you** must not admit that **you** or any person named on **your rental agreement** are at fault for an incident or give any representations or promises on **our** behalf which are binding upon **us**. **We** have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.
2. Cover is provided in the countries specified in the **rental agreement** providing they are within the scope of the territory **you** have purchased (see definitions of **Europe** and **Worldwide**).
3. Cover is extended to additional drivers providing they are eligible to drive the **rental vehicle** under the terms and conditions of the **rented agreement** and **named on the rental agreement**.
4. 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.
5. **You** may amend **your** policy prior to the start of a **rental agreement** and any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
6. Where there is **dual insurance**, please let **us** know, so that **we** pay **our** proportion of **your** claim.
7. When purchasing a **daily policy**, the **policy period** must fully cover the period shown on the **rental agreement**. No policy can be issued retroactively.
8. This insurance policy in its entirety is invalid if the dates on the **rental agreement** and the dates on the **certificate of insurance** do not match.
9. The **lead driver** indicated on the **rental agreement** must coincide with the policyholder and **lead driver's** name on the **certificate of insurance**.

Section 6 – Making a Claim

Who to Contact?

To make a claim, please complete the online claim form at <https://claim.orchard-administration.com> . Alternatively

General Manager
Riverside Insurance Agency Malta Limited
Block C Apartment R
Dolphin Court
Embassy Way
Ta'Xbiex XBX 1073
Malta

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: +35627782988
Email Us: assistance@orchard-administration.com

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 30 days of **you** becoming aware of an incident.
2. **You** must complete a claim form (in full) and provide at your own expense, any information and assistance which the **claim administrator** requires in establishing the amount of any payment under this insurance.

The **claim administrator** may request the following information and supporting documents:

1. **Your** certificate number shown on your **certificate of insurance**.
2. A copy of the **rental agreement**.
3. A copy of the Accident Damage Report (or similar document) and/or a photographic picture of the damage caused.
4. 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.
5. Proof that **you** have paid the costs for which you are seeking reimbursement by providing a copy your credit/debit card statement showing the payment(s) made.
6. An invoice from the **rental company** which confirms the cost of the repair carried out to the **rental vehicle**.
7. Repairs invoice or damage matrix supplied by the **rental company** which lists the costs involved in repairing the vehicle.
8. **Your** bank details to enable the **claim administrator** to make a claim payment.
9. Details of the incident for which you are making a claim (including the time and date).
10. A copy of a police report.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Claims Handling and our Right of Recovery

We are entitled to take over, defend or settle any claim under this policy in the name of **you** or any other person covered by this policy and **we** are entitled to take legal action in any such name to recover any payments **we** make.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without

any premium refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **We** may also inform the police.

To prevent fraud, **insurers** sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between **insurers**.

Section 7 – Cancellation of the Policy

Your Cancellation Rights

1. **You** can cancel **your** policy before the **start date**, and **we** will allow a full refund of the premium **you** have paid.
2. **You** can cancel **your** policy at any other time but there will be no refund.
3. Please contact the **administrator** if **you** wish to cancel **your** policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud 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

Any complaint should be addressed to:

General Manager
Riverside Insurance Agency Malta Limited
Block C Apartment R
Dolphin Court
Embassy Way
Ta'Xbiex XBX 1073
Malta

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: [+35627782989](tel:+35627782989)
Email Us: assistance@riversidemalta.com.mt

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. The **administrator** will aim to resolve **your** complaint within fifteen (15) working days from first notification of **your** complaint. If the **administrator** cannot resolve **your** complaint within this period, they will notify **you** in writing to confirm the reasons why and will aim to resolve **your** complaint within a further fifteen (15) working days from this point. If **you** remain dissatisfied with the response to **your** complaint or it is not resolved within the timescales detailed above, the **administrator** will advise **you** of your rights to 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, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta; or
- By telephone on 00356 21 249 245.

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

IMPORTANT: The Financial Services Arbiter (Malta) 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 complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights

Section 9 – Legal, Regulatory and Other Information

Financial Services Compensation Scheme

Under the Maltese Protection and Compensation Fund Regulations 2003, should Fortegra Europe Insurance Company Ltd be unable to meet all its liabilities under this policy, compensation may be available to **you**. Full details are available on the Malta Financial Services Authority website www.mfsa.mt

Data Protection Notice

Data Protection

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

How We Use Your Personal Data

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

Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, 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 the **European Economic Area** (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

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

Retention

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

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

Rights of Third Parties

The parties to this contract are **you** and **us**. This does not affect any right or remedy of a third party which exists or is available under Maltese law.

Safeguarding your Premium and Claim Payments

All premium payments from **you** and due to **us** for this policy will be held by the **administrator** on **our** behalf. The **administrator** will also hold any premium refund that is due to **you** from **us**. Any claim payments that are due to **you** from **us** will be paid to **you** by the **claim administrator**.

In these capacities, the **administrator** is acting as **our** agent. This means that once a premium is paid to the **administrator** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of Malta and subject to the exclusive jurisdiction of the Maltese 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.

Several Liability

The subscribing **insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

Regulatory Details

Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imtida, Gzira, GZR 1401, Malta, is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, 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 <https://www.fortegra.eu/solvency-and-financial-condition-report>.

The **administrator**, Riverside Insurance Agency Malta Limited (Malta company number C 94792), is authorised and regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Section 10 – Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Additional Travel Expenses” – Any additional travel costs **you** incur in connection with a loss under the relevant section of this policy.

“Auto Glass” – any glass that forms part of the **rental vehicle** and includes windscreens, windows, internal and external lights and sunroof.

“Administration Charges” - Charges made by the **rental company** that cannot be recovered following an incident covered by this insurance. This includes charges applied by the **hire company** for **loss of use**.

“Administrator” - The company who administers this insurance. This is Riverside Insurance Agency Malta Limited, Level 3 (Suite No. 2519) Tower Business Centre, Tower Street, Swatar, BKR 4013, Malta.

“Business Use” – The use of the **rental vehicle** for business, to solicit order or to deliver pre-purchased goods or to travel from customer to customer on a commercial basis.

“Car” – A motor vehicle which is contracted for the carriage of passengers and their effects and is adapted to carry no more than nine passengers.

“Car Club Company” - A company or agency which is fully licensed with the regulatory authority of the country, state or local authority who provide registered paying members use of all **hired vehicles** within the **Car Club Company** fleet. A car club provides its members with quick and easy access to a **car** or a **van** for short term hire. Members can make use of car club and van club vehicles, as and when they need them. Please note **Car Club Company** is different from **Rental Company** as indicated in “DEFINITIONS”.

“Car Club Member” - A member of the **Car Club Company**. This policy covers “Joint Member” and/or “Partner Member” that reside at the same main residence.

“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.

“Close Business Associate” - means a person in the same employment and having the same employer as **you** within **your country of residence**, whose absence from work for one or more complete days at the same time as **you**, prevents the proper continuation of that business.

“Close Relatives” - Defined as spouse or partner, civil partner, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, adult child or fiancé/ fiancée living in the same residence as **you**.

“Commercial Use” – The use of the **rented vehicle** as a taxi, minicab, limousine or driving school or being used for commercial sales representatives to solicit orders.

“Daily Policy” – is a policy that covers a single **vehicle rental** up to 120 continuous calendar days in length.

“Dual Insurance” – is when someone is covered for the same risk twice.

“EU Country” - means Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Spain, Sweden, Slovakia and Slovenia.

“Europe” – countries which are members of the EEA and Switzerland: Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom. And countries to the west of the Ural Mountains, including, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, and the Azores.

“Insurer” – Fortegra Europe Insurance Company Ltd

“Lead Driver” – The person whose name is listed on the **rental agreement** as contractually responsible for the **rental vehicle**.

“Loss Damage Waiver” - Damage to the **rental vehicle auto glass**, tyres, wheel rims and alloys, damage to **undercarriage** and **Roof**, theft, or attempted theft.

“Loss of Use” - A charge applied by a **rental company** if a **rental vehicle** is not available for hire following an incident covered by this insurance. For the purpose of this insurance, any payment **we** make will be based on the price that **you** paid when **you** rented the vehicle.

“Minibus” – A vehicle up to 7.5T designed to carry up to 15 people including the driver.

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

“Period of Insurance” - The period for which this insurance is valid, as stated on **your certificate of insurance**.

“Permanent Resident” - The country where **you** are ordinarily permanently resident, pay tax or are registered with a medical practitioner.

“Personal Effects” – clothing, luggage and other articles that belong to **you** (or for which **you** are legally responsible for) for which are worn, used or carried by **you** but excluding **personal money**, documents of any kind and **valuables**.

“Personal Money” – bank notes, currency notes and coins in current use, traveller’s and other cheques, postal or money orders, pre-paid cards, coupons or vouchers, travel tickets, event and entertainment tickets, phone cards and credit/debit cards all held for private and/or business purposes.

“Public Road” - Any road which is available for use by the public, including toll roads.

“Rental Agreement” - The contract between **you** and a **rental company** which allows **you** to rent a vehicle. It will include details about **you**, the **rental vehicle** and terms and conditions of the hire.

“Rental Company” - The company who is renting **you** the **rented vehicle**, which must be licensed to provide vehicles for rent in the territory in which it is situated.

“Rental 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 **rental vehicle**.

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

“Start Date” - The date that the insurance cover commences, as shown on **your certificate of insurance** and on **your rental agreement**

“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** or the original pick up location whichever is closest.

“Travelling companions” – Any person you have arranged to travel with in the **rental vehicle**.

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

“Undercarriage” – The underside of the vehicle excluding bumpers, trim, tyres, and wheel rims.

“Van” – A vehicle up to 7.5T designed specifically to carry goods.

“Valuables” – Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CD’s, DVD’s, tapes, films, cassettes, cartridges, memory cards, speakers and headphones), computer games and associated equipment, telescopes and binoculars.

“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 policyholder.

“War” – Means:

- a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. Any act of **terrorism**, or
- c. Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

“We, Us, Our” – The **insurer** acting through the **administrator**.

“Worldwide” – Anywhere in the world apart from Afghanistan, Belarus, Cuba, Conga, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, South Sudan, Sudan, Syria and Zimbabwe. No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a vehicle in a specific country or area where, prior to the vehicle **hire agreement** commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel.

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.

Collision Damage Waiver (CDW)

The maximum amount payable under the Excess Reimbursement section is increased to €75,000. This option is only available on **Worldwide** policies.

Vehicle Battery Failure

If the battery of the **rental vehicle** fails, we will reimburse **you** up to the amount on your **certificate of insurance** for costs **you** have incurred in respect of: -

1. Replacing/repairing the battery and fitting charges
2. **Your additional travel expenses**
3. The **rental company** providing **you** with a replacement **rental vehicle**
4. Call out charges

Clutch Cover

We will pay up to the amount on your **certificate of insurance** towards the cost of replacing or repairing the clutch on the **rental vehicle** if the damage was sudden and not caused by wear and tear. Cover specifically excludes repairs to the friction plates of a clutch or caused by the friction plate failing as these are specifically designed to wear over a period or mileage. **You** must present photographic evidence to confirm that damage was sudden and not a result of wear and tear.

Expenses Incurred following Flight Delay

In the event that **your** flight is delayed and arrives more than two hours late we will reimburse expenses that you incur up to the amount shown on your **certificate of insurance**, relating to the collection of your **rental vehicle**. Allowable expenses are:

1. Cost of booking an alternative car if the pre-booked car is not available
2. If on arrival the vehicle rental desk is closed
 - a. One night's hotel accommodation; room only expenses or
 - b. Any **additional travel expenses** incurred