



MOTORHOME HIRE EXCESS INSURANCE POLICY DOCUMENT



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Section 1 - Introduction

Thank **You** for purchasing **Our Motorhome 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 **Confirmation of Cover**:

- 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 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 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 insurance was arranged by the **Administrator** who 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 <https://www.fortegra.eu/solvency-and-financial-condition-report>.

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

Riverside Insurance Agency Malta Limited,
102, Suite 3
St. Catherine Street
Attard ATD 2605
Malta

Opening Hours: Mon - Fri 10AM - 6PM CET
Telephone: +356 8006 2048
Email: assistance@riversidemalta.com.mt

Riverside Insurance Agency Malta Limited 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 Riverside Insurance Agency Malta Limited.

Neither Riverside Insurance Agency Malta Limited 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.

Some words and phrases in this policy document and on **Your Confirmation of Cover** 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 1st of July 2014. *TrustPilot's*^{05/2024} rating of 4.6 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 follow the link on **Your Confirmation of Cover**.

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 10AM - 6PM CET
Telephone: +356 8006 2049
Email: admin@orchard-administration.co.uk

The Insurance Contract

This insurance policy document and **Your Confirmation of Cover** 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 Confirmation of Cover** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

This insurance policy document and **Your Confirmation of Cover** are issued to **You** by Riverside Insurance Agency Malta Limited. In exchange for **Your** payment of the premium referenced in **Your Confirmation of Cover**, **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** cover.

A handwritten signature in blue ink, appearing to read 'ALC', with a stylized flourish at the end.

Signed by Andrew Lawrence
Authorised signatory for Riverside Insurance Agency Malta Limited

Section 2 – Important Information

It is important that **You**:

1. Check **Your Confirmation of Cover** 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 Cover**.
3. Check that **You** are eligible for this insurance policy (see [Eligibility](#) below).
4. Check that the information **You** have given **Your Booking Agent** is accurate (see [Disclosure of Important Information](#)).
5. Ensure that the cover meets **Your** needs.
6. Notify the **Administrator** as soon as possible of any inaccuracies on **Your Confirmation of Cover**, 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 [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, or in some circumstances, **Your** cover may be cancelled.

Eligibility

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

1. The **Rented Vehicle** is 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**.
2. **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.
3. 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.
4. The **Rented Vehicle** is a **Motorhome**.
5. The **Rented Vehicle** will not be used on a **Safari** or an **Off-Road** adventure trail.
6. **You** are at least twenty-three (23) 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** cover. Please contact **Your Booking Agent** 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 **Confirmation of Cover** is the same as the **Lead Driver** named on the **Motorhome Rental Agreement**. If **You** require cover for another **Lead Driver** **You** must purchase a separate policy.

Period of Cover

This cover must have been purchased prior to the commencement of **Your Motorhome Rental Agreement**. The cover is invalid if the dates and times on the **Motorhome Rental Agreement** do not fall within the **Period of Cover**. Only one **Rented Vehicle** may be covered at one time.

The **Period of Cover** is stated on **Your Confirmation of Cover**.

This insurance policy is a **Single Trip Policy** covering a single **Rental Agreement** up to forty-five (45) continuous calendar days in length.

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 Cover**, **You** should contact **Your Booking Agent**.

Before you Drive your Rented Vehicle

1. Ensure that the dates listed on **Your Rental Agreement** fall within **Your Period of Cover**.
2. Ensure that the **Lead Driver** stated on **Your Confirmation of Cover** 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. If **You** choose to pay by cash **We** will only cover up to €500 as per Section 4.
5. Check the documentation that confirms the accessories supplied with the **Rented Vehicle** 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 Confirmation of Cover**

If you have been involved in an incident involving another vehicle

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

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 and make changes to **Your** cover. If the information provided by **You** is not complete and accurate, **We**:

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

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

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 Confirmation of Cover**.

Please note that the maximum recoverable under the cover that **You** can claim in the **Period of Cover** is the overall limit shown on the **Confirmation of Cover**.

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 **Confirmation of Cover**.

Tyres, Wheels, Windscreen, Undercarriage and Roof

We will pay up to the amount stated on the **Confirmation of Cover** 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:

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.

1. Any claim for theft or attempted theft which has not been reported to the police and an official police report has not been obtained.
2. Costs for damage to, or loss of, parts of the **Rented Vehicle** that were already damaged at the time of the **Rental Agreement** starting.
3. The loss or theft of, or damage to, the contents of a **Rented Vehicle** unless this is a result of an external collision.
4. The loss or theft of or damage to any removable part of the **Rented Vehicle**.
5. 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.
6. Any claim resulting from wear and tear or **Mechanical Breakdown**.
7. Loss or damage to the interior of the **Rented Vehicle** other than in the event of a collision.
8. 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 Confirmation of Cover** 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 Confirmation of Cover** 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 Confirmation of Cover** 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 Confirmation of Cover** 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**.
2. Where **You** did not obtain approval to use a locksmith from **Your Rental Company** prior to a locksmith being called out.

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

Section 4 – General Exclusions applicable to the whole insurance policy

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

1. For any deductible amount that is shown on **Your Confirmation of Cover**.
2. For any claims or costs where **You** or the **Rented Vehicle** fails to meet the [eligibility requirements](#) for this insurance policy.
3. Any claims which result from a direct breach of the terms and conditions of **Your Rental Agreement**.
4. Vehicles that are not subject to a formal **Rental Agreement**, such as borrowed vehicles.
5. **Consequential Loss**.
6. Any type of documentation, including vehicle documentation that is usually located in the glovebox.
7. Any claims for over €500 where **You** have paid the **Excess** or cost of damage in cash.
8. For any costs that can be recovered from the **Rental Company** or any other person or company.
9. For damage to another vehicle, death or bodily injury to a person or animal, or property.
10. For any amount greater than the amount **You** are liable for as stated on **Your Rental Agreement**.
11. Costs relating to currency exchange rate charges, or payment transaction fees.
12. Any pre-existing damage.
13. Any damage caused where the dates on the **Rental Agreement** do not fall within the dates on the **Confirmation of Cover**.
14. Resulting from **Your** misuse of alcohol or drugs (including the misuse of prescription drugs).
15. Resulting from fraudulent, dishonest, illegal activities or a criminal act committed by **You**.
16. If the **Rented Vehicle** was being driven by a person that is not named on the **Rental Agreement**.
17. Use of the **Rented Vehicle** off the public highway, or for the purpose of a **Safari** or other adventure tour **Off-Road**.
18. For any loss or damage resulting from a deliberate and intentional act by **You**.
19. For **Additional Travel Expenses** unless otherwise stated in the policy wording.
20. Arising whilst driving in violation of the road laws of the country of hire.
21. **Cars, Vans**, trailers or caravans, commercial vehicles, trucks, motorcycles, mopeds, motorbikes, vehicles intended for **Off-Road** use or vehicles with more than 9 seats.
22. For call out charges or roadside assistance not related to a valid claim.
23. For courtesy vehicles from a repair garage or dealership.
24. For cleaning fees.
25. 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 Cover** is stated on **Your Confirmation of Cover**.
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 definitions of **Europe** and **Worldwide**).
5. Cover is extended to additional drivers providing they are eligible to drive the **Rented Vehicle** under the terms and conditions of the **Rental Agreement** and named on the **Rental Agreement**.
6. This policy 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** cover 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. The **Period of Cover** must fully cover the period shown on the **Rental Agreement**. No cover 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 **Confirmation of Cover**.
11. The **Lead Driver** indicated on the **Rental Agreement** must be the same as the **Lead Driver’s** name on the **Confirmation of Cover**.
12. 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 follow the link on **Your Confirmation of Cover**.

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 10AM – 6PM CET
Telephone: +356 8006 2049
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.
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 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 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.

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 **Confirmation of Cover** 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** cover 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 Cover**.

If **You** cancel any time before the **Start Date** of **Your Period of Cover**, then **You** will receive a full refund of the premium **You** have paid. If **You** cancel after the **Start Date** of **Your Period of Cover**, **We** will not refund any premium paid.

Please refer to the product type and **Period of Cover** specified on **Your Confirmation of Cover**.

If **You** wish to cancel **Your** cover before the **Start Date** of **Your Period of Cover**, please contact **Your Booking Agent**.

The Insurers' Cancellation Rights

We reserve the right to cancel this cover immediately if **You** commit fraud and there will be no refund of the premium **You** have paid. If **We** cancel **Your** cover, **We** will do so in writing to the most recent address **We** have for **You**.

Section 8 – How to make a Complaint

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

Any complaint should be addressed to:

Customer Resolution Team
Riverside Insurance Agency Malta Limited,
102, Suite 3
St. Catherine Street
Attard ATD 2605
Malta

Opening Hours: Mon - Fri 10AM – 6PM CET
Telephone: +356 8006 2048
Email Us: assistance@riversidemalta.com.mt

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve the 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, 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: 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 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

Protection and Compensation Fund

Under the Maltese Protection and Compensation Fund Regulations 2003, should Fortegra Europe Insurance Company SE 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 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 cover 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), 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.

Disclosure of Your Personal Data

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

International Transfers of Data

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

Your Rights

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

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the cover, 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 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.

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. 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 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.

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, 102, Suite 3 St. Catherine Street Attard ATD 2605 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.

“Booking Agent” – Who **You** purchased the insurance with. This will be Worldwide Travel Insurance Services Limited.

“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.

“Confirmation of Cover” - The document that names **You** as the **Policyholder** and sets out what this policy covers **You** for. **Your Confirmation of Cover** will be updated and replaced whenever **You** make any changes to the cover.

“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).

“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 Motorhome Rental Agreement**.

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

“Insurer” – Fortegra Europe Insurance Company 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 <https://www.fortegra.eu/solvency-and-financial-condition-report>.

“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.

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

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

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

“Policyholder” – The person who is listed as the **Lead Driver** on this policy.

“Period of Cover” – The period for which the cover is valid, as stated on **Your Confirmation of Cover**.

“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.

“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 forty-five (45) continuous calendar days in length.

“Start Date” – The date that the insurance cover commences, as shown on **Your Confirmation of Cover** 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**, a repairing garage or the original pick-up location.

“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).

“You, Your, Yourself” – The individual specified on the **Confirmation of Cover** 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.