

MINIBUS & VAN HIRE EXCESS INSURANCE

QUESTOR INSURANCE SERVICES LIMITED

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WELCOME

The information in this policy wording contains important information and we have made it as easy as possible to understand.

Please take time to read through and contact Questor Insurance at assistance@questor-insurance.co.uk who will provide you with any additional information.

This insurance is issued from the United Kingdom and is subject to regulation by the United Kingdom regulator the Financial Conduct Authority.

The purchase of this policy is a non-advised sale, that is to say that you have not received any advice or a recommendation from us and the final decision to purchase is Yours.

QUESTOR INSURANCE

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

INSURER

This policy is Underwritten by White Horse Insurance (Ireland) Limited through a facility operated and managed by Strategic Insurance Services Limited (master policy number C00147/09/00) an insurance intermediary authorised and regulated by the Financial Conduct Authority (firm reference number 307133).

White Horse Insurance Ireland Limited is regulated in the Republic of Ireland by the Central Bank of Ireland.

White Horse Insurance Ireland Limited

Travel House Bay 89.2 free Zone West Shannon County Clare Republic of Ireland.

THIS INSURANCE IS INTENDED FOR

Any person eligible to purchase this insurance hiring a vehicle covered by this insurance where there is a financial liability under the terms and conditions of the Rental Agreement.

YOU ARE ELIGIBLE TO PURCHASE THIS INSURANCE IF

You are: -

- 1. Aged between 24 and 64
- 2. Holding a valid or internationally recognised driving licence
- Eligible to hire and drive the vehicle and able to adhere to the terms of the Minibus/Van Hire Agreement
- 4. Named on the Minibus/Van Hire Agreement.

YOU ARE COVERED FOR

Any physical loss or damage to the Minibus/Van Hire Vehicle for which you are responsible for under the terms of the Minibus/Van Hire Agreement, (including damage to windscreens, tyres and the under body and vehicle keys), fire, theft, Minibus/Vandalism as well loss of use of the Minibus/Van Hire Vehicle and the Keys to the Minibus/Van Hire Vehicle.

THE POLICY LIMITS ARE

The excess shown in the car rental agreement up to £3,000 any single incident or series of incidents during any single Minibus/Van Hire Agreement.

GEOGRAPHICAL AREA

Cover for rentals in the United Kingdom only, unless the appropriate additional premium has been paid to extend the Geographical Area to extend to allow people to hire a vehicle in the United Kingdom and drive the vehicle in Europe, subject to all legal requirements being complied with.

COOLING-OFF PERIOD

Your policy contains a "cooling-off" period of 14 days. If you find this policy does not meet with your needs please advise Questor Insurance within 14 days.

Your policy must be cancelled prior to the commencement date of this insurance and your premium will be refunded as long as you have not rented a vehicle and do not intend to make a claim.

CANCELLATION

We may cancel your policy at any time by giving you 7 days' written notice to the last known email address (or mailing address if you do not have an email address) provided by you. We will give you a proportionate refund of any premiums paid for the insurance cover remaining, providing you have not made any claim during the Period of Insurance.

JURISDICTION & LAW

This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

TELLING US ABOUT A CLAIM

If you have a loss please contact White Horse within 31 days of incurred loss to notify loss and request a claim form to be sent to you by email, fax or post. Please fully complete, sign and date the claim form and return it with all supporting documentation: -

- 1. Copy of your Certificate of Insurance
- 2. Copy of Minibus/Van Hire Contract
- 3. A copy of your Charge Receipt (if separate from the Rental Agreement)
- A copy of the Law Enforcement / Police Report (if applicable) for Damage / Loss over £50.00 The Hirer's copy of the Vehicle Hire Company accident damage report
- Invoices / Receipts / other documents confirming the amount you have paid in respect of Accident /Damage / Loss etc. for which the Vehicle Hire Company holds you responsible
- 6. Copy of your credit card statement showing payment of the damages claimed
- 7. Copy of the driving licence of the person involved in the accident (the driver)
- 8. Name and address of your bank together with the sort code and account details. This will facilitate payment, as the insurance company prefers to make the payment directly to your bank.

All to be supplied to: -

White Horse Administration Services Ltd

PO Box 5633 Walsall WS6 9BB United Kingdom Phone: 0871 664 7995 Email: queries@white-horse.ie

Failure to provide this information may result in your claim being delayed. If a claim is made or suit is brought against the named insured, the named insured shall immediately forward to the Company.

DEFINITIONS

Certificate means the document which forms part of the insurance contract between you and us. It contains your name and gives details of the period of insurance provided under your Excess Reimbursement Insurance

Damage means damage to the Hire Vehicle caused by fire, vandalism, accident and theft and it will include loss of use of the rental vehicle.

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

Excess means the amount as stated in the Minibus/Van Hire Agreement that you are responsible for in the event of damage.

Insured Person(s)/You/Your means the lead contracting person named on this policy who must also be the person named as the main driver in the Minibus/Van Hire Agreement and is eligible to operate and drive the Rental Vehicle and who is aged between 21 and 84 years old. This also applies to any of the persons specified on the Rental Agreement.

Period of Insurance means the period of cover under this Excess Reimbursement Insurance for which we have accepted the premium, as stated in your certificate.

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

Hire Vehicle means a small commercial or minibus, with capacity for no more than 15 passengers, vehicle with an unloaded weight of 7.5 Metric Tonnes or less rented under a contract on a daily or weekly basis from a Rental Company or Agency.

Trip means the period of a single Minibus/Van Hire Agreement in respect of a single Rental Vehicle which is collected and hired from a Hire Company or agency for the period stated on the Minibus/Van Hire Agreement.

Minibus/Van means small commercial or minibus, with capacity for no more than 15 passengers, vehicle with an unloaded weight of 7.5 Metric Tonnes or less.

Minibus/Van Rental Agreement means the contract signed by the lead named driver (who must be the name on the Insurance Certificate as issued) and the Rental Company or Agency for the hire of a rental vehicle that states the excess to which the lead named driver is responsible.

We/Us/Our means White Horse Insurance (Ireland) Limited.

CONDITIONS APPLICABLE:

- 1. The due observance and fulfilment of all the terms and conditions of this insurance by the Insured Persons or anyone acting on their behalf in so far as they relate to anything to be done or complied with by the Insured Person or anyone acting on their behalf shall be a condition precedent to any liability of the Insurers to make payment under this Policy.
- Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the Claims Office in writing within 31 days. All Certificates, information and evidence required by the Claims Office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3. Except with the written consent of the Insurers, no person is entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. The Insurer shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in the name of the Insured Person.
- 4. The Insurers may at our own expense take proceedings in the name of the Insured Person to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to the Insurers and the Insured Person shall render all reasonable assistance to the Insurers.
- 5. All claims hereunder shall be governed by the laws of England & Wales whose

- courts alone shall have jurisdiction in any dispute arising under this insurance.
- 6. All Insured Persons must hold a valid driving licence, or hold a full internationally recognised licence.
- 7. Cover is provided for one Rental Vehicle at any one time which may be driven and operated by any of the Insured Persons as detailed on the Rental Agreement.
- 8. Cover will take effect from the time the Insured Person takes legal control of the Rental vehicle and will cease at the time the Rental Company or Agency assumes control of the Rental Vehicle whether at its Business location or elsewhere.
- This policy must have been purchased and have commenced, either prior to or to coincide with, the commencement date of a Rental Agreement for which the Insured Person wishes this Cover to be operative.
- 10. Transporting contraband or illegal trade.
- 11. Driving by persons who are not named on the Minibus/Van Hire Agreement
- 12. We will not pay for any liability arising from the Rental Vehicle where the value of the vehicle exceeds £50,000, or for a Rental Vehicle which is more than 10 years old.
- 13. The hire of certain vehicles, namely: motor homes, campervans, trailers or caravans, trucks or large commercial vehicles with more than an unloaded weight of 7.5 Metric Tonnes, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles and passenger vehicles with a capacity of more than 15 passengers.

EXCLUSIONS

- 1. Persons who have not paid in full the appropriate or additional premium.
- 2. Wilfully self-inflicted injury or illness, 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 drug addiction) self-exposure or needless peril (except in an attempt to save human life).
- Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to, by or arising from

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or
- The radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 4. Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, 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.
- Losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
- Claims or incidents that may give rise to a claim not notified direct in writing to the Claims Office within 31 days of the expiry of the Period of Insurance.
- Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- Loss arising from operation of the Rental Vehicle in violation of the terms of the Rental Agreement.
- 9. Expenses assumed, waived or paid by the Rental Company or Agency or its Insurers.
- 10. Automobiles or other vehicles, which are not Rental Vehicles.
- 11. Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
- 12. Minibus/Vans and Minibuses with more than 15 seats.
- 13. Expenses reimbursed by the Insured Person's Employer's Insurer.
- 14. No coverage provided for those under 24 years and over 64 years of age.
- 15. Losses occurring from driving whilst not on a Public Highway.
- 16. The Period of Insurance must coincide with the Trip; coverage will be voided if the Period Of Insurance or the Minibus/Van Hire Agreement does not

- coincide. Any extensions on the policy must be done in advance of the expiry date by calling Questor Insurance.
- 17. No policy can be issued retroactively.
- 18. We will not pay for any liability arising from loss or damage to the Minibus/Van Hire Vehicle as a result of its fuel tank being filled with the incorrect fuel type.
- 19. Fees and charges that are levied by the Hire Company, which do not form part of the costs of repairing the Damage to the Hire Vehicle, unless specifically accepted by Underwriters.

COMPLAINTS PROCEDURE

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact in the first instance: -

The Customer Service Manager

Questor Insurance Services Limited 1st Fl West Suite A Orchard House Station Road Rainham Kent ME8 7RS United Kingdom

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily. Making a complaint will not affect your rights in law. If you remain dissatisfied with the outcome of your complaint you can refer your complaint to: -

The Financial Ombudsman's Service

South Quay Plaza 183 Marsh Wall London E14 9SR **Or** if the complaint is directly in relation to the Insurer: -

Irish Financial Services Ombudsman

2nd Floor Lincoln House Lincoln Place Dublin 2 Ireland

COMPENSATION SCHEME

We and White Horse Insurance Ireland Limited are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.