



**Top Up Car Hire Excess Insurance**

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## Section 1 - Introduction

Thank **You** for purchasing **Our** Top Up Car Hire Insurance Policy.

This insurance is designed to reimburse **You** in the event of **You** being charged for damage or theft to the **Rented Vehicle** that is specifically excluded from the **Excess** under the terms and conditions of the **Rental Agreement**.

This insurance also provides cover for the following:

- 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 for replacing stolen **Personal Effects** from 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 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**.
- Cover against drop off charges imposed by the **Rental Company** in the event of there being no person authorised to return the **Rented Vehicle** to the agreed drop off point following an accident/illness where **You** have been instructed not to drive on the advice of a medical practitioner.
- Cover against cancellation charges levied by the **Rental Company** where **You** cancel **Your Rented Vehicle** because of an incident covered under this policy; and
- 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](mailto: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 are responsible for handling claims. 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.



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 **Booking Agent** 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. **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.
2. The **Rented Vehicle** was hired through **Your Booking Agent**.
3. The **Rented Vehicle** is a **Car**.
4. The **Rented Vehicle** will not be used on a **Safari** or an **Off-Road** adventure trail.
5. **You** are at least twenty-one (21) 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.

### Period of Cover

This policy insures **You** for the dates that **You** specified when **You** booked **Your Rented Vehicle** through **Your Booking Agent**. 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. Read the **Rental Agreement** terms and conditions, ensuring **You** are comfortable with their exclusions.
3. 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.
4. Check the documentation that confirms the accessories supplied with the **Rented Vehicle** (car jacks, snow chains, spare tyres) to ensure that they are present when **You** collect **Your Rented Vehicle**.

5. 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 **Your Booking Agent** 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**.

### Contingent Excess Reimbursement

**We** will pay up to the amount stated on the **Confirmation of Cover** for damage or loss to the **Rented Vehicle** that is specifically excluded under the terms and conditions from the **Rental Agreement Excess**.

For example, most **Rental Agreements** exclude the damage caused to or the theft of the following parts of the **Rented Vehicle**:

1. Tyres, Wheels, **Undercarriage**, Glass, or **Roof**;
2. Damage caused by natural weather events (for example hail storms or windblown doors).

**You are not covered for:**

1. Any charges that form part of the **Rental Agreement Excess**.
2. Any claim for theft or attempted theft which has not been reported to the police and an official police report has not been obtained.
3. Costs for damage to, or loss of, parts of the **Rented Vehicle** that were already damaged at the time of the **Rental Agreement** starting.
4. The loss or theft of, or damage to, the contents of a **Rented Vehicle** unless this is a result of an external collision.
5. The loss or theft of or damage to any removable part of the **Rented Vehicle** (including parcel shelves).
6. 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.
7. Any claim resulting from wear and tear or **Mechanical Breakdown**.
8. Loss or damage to the interior of the **Rented Vehicle** other than in the event of a collision.
9. 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.**

### **Curtailement**

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

**You are not covered for:**

1. Any claim where **You** have not been able to provide a medical certificate or letter from the medical practitioner confirming instruction not to drive for the remaining period of the **Rental Agreement**.

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

### **Drop off Charges**

In the event of there being no person authorised to return the **Rented Vehicle** to the agreed drop off point following an accident/illness for which **You** have obtained a medical certificate or letter from the medical practitioner confirming the instruction not to drive for the remaining period of the **Rental Agreement**, **We** will pay up to the amount stated in **Your Confirmation of Cover** for charges made by the **Rental Company** to recover the **Rented Vehicle**.

**You are not covered for:**

1. Any claim where **You** have not been able to provide a medical certificate or letter from the medical practitioner confirming instruction not to drive for the remaining period of the **Rental Agreement**.

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



## Locked Out Cover

If **You** unintentionally lock **Yourself** out of the **Rented Vehicle**, **We** will pay up to the amount stated in **Your Confirmation of Cover** to open the **Rented Vehicle**. 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.

## Cancellation Charges

**We** will pay up to the amount stated on **Your Confirmation of Cover** 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(s)**, 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 Companion(s)**, or
  - d. A **Close Business Associate** of **You** or **Your Travelling Companion(s)**.
2. Jury service attendance or being called as a witness at a Court of Law of **You** or **Your Travelling Companion(s)**.
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(s)** 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 policy 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.

### You are not covered for:

1. Any claim where **You** have failed to notify **Your Rental Company** immediately when it is found necessary to cancel the trip.
2. Any claim for cancellation charges following bodily injury or serious illness where **You** have not been able to provide a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented **You** from travelling.
3. Any cancellation resulting from fear of or due to any health emergency, whether declared as a pandemic or not are specifically excluded.

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

## Vehicle Battery Failure

**We** will pay up to the amount stated on **Your Confirmation of Cover**, if the battery of a **Rented Vehicle** fails for costs relating to:

1. Replacing the battery of a conventional or electrical vehicle, including any associated fitting costs
2. Charging the battery of a conventional or electrical vehicle
3. Vehicle replacement costs
4. Roadside assistance relating to the failed/flat battery.

**We** will not pay any **Rental Company** refuelling or administrative charge if **You** have simply failed to return **Your Rented Vehicle** uncharged and contrary to the terms and conditions of **Your Rental Agreement** or for any claim where **You** have not acted on the instruction of **Your Rental Company** or its recovery service.

## **Personal Effects Cover**

**We** will pay up to the amount stated on **Your Confirmation of Cover** for the value of **Personal Effects** following theft or attempted theft from the locked boot, covered luggage area or glove box of the **Rented Vehicle**.

This Section covers **You** against theft, attempted theft or damage to **Your Personal Effects** following visible forced entry to the **Rented Vehicle**.

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.

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

### **You are not covered for:**

1. Any claim where there are no visible signs of forcible or violent entry into the **Rented Vehicle**.
2. Any claim for theft or attempted theft which has not been reported to the police and an official police report obtained.
3. Any claim for items not specified within the police report.
4. Claims for **Personal Money**, documents of any kind and **Valuables**.
5. Any claim where personal possessions belonging to **You** have not been left secured in the **Rented Vehicles** locked luggage compartment (meaning locked car-boot, glove box or locked rear storage area that has a factory fitted cover in place such as parcel shelf, and where the contents of said compartment are not viewable from outside the **Rented Vehicle**).

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

## **Clutch Cover**

**We** will pay up to the amount stated on **Your Confirmation of Cover** towards the cost of replacing or repairing the clutch on the **Rented Vehicle** if the clutch fails during **Your Period of Cover**.

### **You are not covered for:**

1. Any claim resulting from wear and tear or **Mechanical Breakdown**.

**Please refer to the general policy conditions and exclusions applying to all sections.**

## 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. Any charges that form part of the **Rental Agreement Excess**.
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. Arising whilst driving in violation of the road laws of the country of hire.
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 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. Costs relating to currency exchange rate charges, or payment transaction fees.
11. Any pre-existing damage.
12. Any damage caused where the dates on the **Rental Agreement** do not fall within the dates on the **Confirmation of Cover**.
13. Resulting from **Your** misuse of alcohol or drugs (including the misuse of prescription drugs).
14. Resulting from fraudulent, dishonest, illegal activities or a criminal act committed by **You**.
15. If the **Rented Vehicle** was being driven by a person that is not named on the **Rental Agreement**.
16. Use of the **Rented Vehicle** off the public highway, or for the purpose of a **Safari** or other adventure tour **Off-Road**.
17. For any loss or damage resulting from a deliberate and intentional act by **You**.
18. For **Additional Travel Expenses** unless otherwise stated in the policy wording.
19. For call out charges or roadside assistance not related to a valid claim.
20. For cleaning fees.
21. 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 definition of **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. 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 instructions set out 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 for **Personal Effects**, **You** must provide a copy of a police report.
8. 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.

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](mailto: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](mailto: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](http://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](http://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](http://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](mailto: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-Imtida, 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 this insurance with. This is Zest. Telephone - +44 (0) 1362 852288. Email - info@zestcarrental.com.

**“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).

**“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, child or fiancé/fiancée living in the same residence as **You**.

**“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 Car Rental Agreement**.

**“Insurer”** – Fortegra Europe Insurance Company SE (Malta company registration number SE 17), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imdina, 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.

**“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**.

**“Personal Effects”** – Clothing, luggage and other articles that belong to **You** (or for which **You** are legally responsible for) which are worn, used, or carried by **You** but excluding **Personal Money**, documents of any kind and **Valuables**.

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

**“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.

**“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.

**“Travelling Companion(s)”** – Any person **You** have arranged to travel with, in the **Rented Vehicle**.

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

**“Valuables”** – Jewellery, platinum, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, CDs, DVDs, memory cards, speakers and headphones, computer games, mobile phones, laptops, PCs, electronic devices and associated equipment.

**“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.

