

# Motorhome Rental insurance policy 2016

ref: VOY/ERIMH/WTIS/2016

Valid for issue no later than 31st May 2017 in respect of travel completed by 31st August 2018.

Benefits schedule			
	Standard	Deluxe	Deductible
1. Reimbursement			£100
<i>Anywhere in the world</i>	£5,000	£5,000	
<i>towing cost cover</i>	£500	£500	
<i>Administration and handling charges</i>	£50	£50	N/A
2. Key cover - per claim/per period of insurance	£500/£500	£500/£500	
Policy features and limitations			
Rental in home country	Not covered	Covered	
Maximum duration per rental	45 days		
Minimum age at start date of rental	21 years		
Maximum age at start date of rental	84 years		

## Demands and needs statement

This insurance meets the demands and needs of those eligible customers who rent a vehicle and wish to insure against the cost of an excess in the event that the vehicle is damaged. Further details of the cover can be found within the benefits schedule.

## Insurers

This policy is operated and managed by Strategic Insurance Services Limited (master policy number C00170), an insurance intermediary authorised and regulated by the Financial Conduct Authority (firm reference number 307133) and underwritten by AmTrust Europe Limited.

AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The financial services registration number is 202189.

These details can be checked on the financial services register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

## Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents, including Worldwide Travel Insurance Services & ClaimEz, a trading style of Strategic Insurance Services Limited, in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Jurisdiction and law

You and we are free to choose the laws applicable to the policy. Unless otherwise agreed by us in writing the law applicable will be English law.

## Your right to cancel this insurance

If within 14 days of receipt of the policy documents, you decide that it does not meet your needs, you can cancel the policy and obtain a refund of premium, by writing to Worldwide Travel Insurance Services Ltd, 1-7 Commercial Road, Paddock Wood, Tonbridge, Kent TN12 6YT, provided the rental agreement has not commenced and you have not reported or intend to report a claim. Once the 14 days has expired, you have no right to a refund if you cancel this insurance.

## Period of insurance

This policy is valid for policies issued up to and including 31st May 2017 for travel completed by 31st August 2018, providing you have paid the appropriate premium, as shown in your certificate of insurance.

This is the period for which we have accepted the premium as shown in your certificate of insurance, not exceeding 45 days.

There is no cover offered by your policy whatsoever for a rental agreement which is longer than 45 days. This would include not covering you, regardless of your incident date, for any claim that relates to a rental agreement that is longer than 45 days.

In all cases, cover will take effect from the time you take legal control of the rental vehicle and will cease at the time the rental company assumes control of the rental vehicle, whether at its business location or elsewhere.

## Territorial limits

Applicable as shown on your certificate of insurance.

Please note that under Standard cover, rentals in your usual country of residence are not covered.

**Europe** The United Kingdom, Republic of Ireland, The continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and Non-European countries bordering the Mediterranean(except Algeria, Israel, Lebanon and Libya).

**Worldwide** Worldwide including USA, Canada and the Caribbean.

## Introduction

Please take a little time to read and understand what we will cover and what we will not cover under your insurance contract, along with what you should do in the event of a claim to avoid any frustration or disappointment. This policy wording explains the detailed terms of your insurance. We have tried to make this insurance contract easily understood by you, the customer, in an effort to eliminate unrealistic expectations if an unfortunate incident should occur. At the same time let us assure you that if something occurs that is covered by this insurance contract, then we will try our best to provide you with a high level of timely and courteous service.

## What makes up this policy?

This policy and the certificate of insurance must be read together as they form your insurance contract.

## Monetary limits

We will insure you up to the amounts shown in the benefits schedule.

## How to make a claim

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer. The claim process has been specifically designed to make it as quick and efficient as possible to process and handle your claim. You will be asked to provide your scheme code **20205**.

If you have access to the internet: Visit our claims website: [www.claimEZ.com](http://www.claimEZ.com) where you will be able to register your claim, enter all the necessary details and upload the documents that will be specified to you. Our internet solution is the quickest and easiest way to submit your claim to us.

If you do not have access to the internet: Please call ClaimEz on **0203 503 0500** to notify us of your claim. Some initial details will be taken and you will then be sent a claim form by post to complete and return to us along with supporting documentation that will be specified to you. When calling us, please have your policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if we need to write to you to request additional information.

Please submit your claim details online within 31 days of you being charged by the rental company.

The supporting documentation ClaimEz will require to consider your claim is as follows;

- a copy of your certificate of insurance.
- a copy of your rental agreement.
- a copy of the Law Enforcement/Police report if;
  - you are involved in an accident with a third party, or
  - its required by law in the country where the incident occurs.
  - your claim relates to stolen personal possessions.
- a copy of the rental company's accident damage or breakdown report which shows the detail of each of the costs incurred. Photo evidence of the damage, whilst not compulsory, may also assist in ensuring that the amount charged by the rental company is reasonable.
- itemised repair invoices/receipts/other documents confirming the breakdown of the amount you have paid in respect of accidental damage or loss for which the rental company holds you responsible.
- a copy of your credit card statement showing payment of the damages claimed.
- a copy of the driving licence of the lead named driver and the person involved in the accident (the driver at the time of the accident).

Failure to provide this information may result in your claim being delayed. If a claim is made or lawsuit is brought against you, you should immediately forward every demand, notice, summons or other process received by you or your representative, unanswered, to ClaimEz.

## Who is eligible to purchase motorhome rental insurance?

Any person;

- aged between 21 and 84 years inclusive, and
- who holds a full and valid, internationally recognised driving licence, and
- who is eligible to rent and drive the rental vehicle and able to adhere to the terms of the rental agreement.

This policy is not valid if you are unable to meet all the eligibility criteria noted above.

## Data protection and privacy statements

### Data transfer consent

By purchasing this insurance policy with AmTrust Europe Ltd, you have consented to the use of your data as described below.

### Data protection policy

AmTrust Europe Limited, Worldwide Travel Insurance Services and ClaimEz, a trading style of Strategic Insurance Services Limited, are committed to protecting your privacy including sensitive personal information. Please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these terms and conditions.

### Sensitive information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

### How we use and protect your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the AmTrust group companies (The Group). We will provide an adequate level of protection to your data.

We do not disclose your information to anyone outside The group except;

- where we have your permission.
- where we are required or permitted to do so by law.
- to credit reference and fraud prevention agencies.
- other companies that provide a service to us or you.
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries and jurisdictions on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

### Your rights

Under the Data Protection Act 1998 you have certain rights regarding access to your information. You have the right to see a copy of the personal information we hold about you, if you believe that any of the information we are holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information we may ask you for a small fee.

### Marketing

ClaimEz, a trading style of Strategic Insurance Services Limited, will not use your data for marketing purposes. All information provided is used to manage your insurance policy only.

Furthermore, please note that any information provided to Worldwide Travel Insurance Services, will be processed by us and our agents will be in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Definitions

Any word defined below will have the same meaning wherever it is shown in your policy. These definitions have been listed in alphabetical order.

**Act of terrorism** means an act, including but not limited to the use of force or violence and/ or the threat of any person or group of persons whether acting alone, or on behalf of, or in connection with any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or the public, or any section of the public in fear.

**Administrator** means Worldwide Travel Insurance Services.

**Certificate of insurance** means an insurance validation certificate issued which describes who is covered under this policy.

**ClaimEz** means the administration system owned and managed by Strategic Insurance Services Limited

**Country of residence** means your usual place of residence, for no less than 6 months of the year.

**Deductible** means the first part of each and every claim that you are responsible for paying, as shown in the benefits schedule.

**Excess** means the amount for which you are held responsible under the terms of the car rental agreement as a result of the physical loss of or damage to the rental vehicle, including fire, vandalism, theft and loss of use. This includes up to £50 in total in respect of administration and handling charges raised by the rental company in connection with any loss of or damage to the rental vehicle.

**Insurance Premium Tax (IPT)** means a Government tax which must be paid by you in addition to the insurance premium.

**Motorhome** means motorhomes, camper vans or any similar vehicle designed or intended to provide sleeping and living accommodation that does not exceed 3.5 tonnes unladen weight.

**Policy** means your certificate of insurance, this policy and endorsements.

**Rental agreement** means the contract provided by a rental company in respect of the provision of a rental vehicle that is signed by the lead named driver and that states the excess for which the lead named driver is responsible.

**Rental company** means a commercial operation in business to rent out motor homes that is fully licensed, where applicable, by the regulatory authority of that country, state or local authority.

**Public highway** means any road made or unmade that is intended for use by the general public.

**Rental vehicle** means any one motorhome hired under a contract on a daily or weekly basis from a rental company during the period of insurance. The definition of a rental vehicle does not include;

- a. a rental vehicle;
  - i. with a retail purchase price in excess of £80,000.
  - ii. which is over 20 years old.
  - iii. which has not been manufactured for 10 years or more.
- b. the rental of any vehicles other than motorhomes.

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

**Under body of the vehicle** means the underside of the vehicle excluding bumpers and trim.

**We, us and our** means AmTrust Europe Limited

**You and your** means the person(s) named and included on the certificate of insurance which attaches to this policy, up to a maximum of 4 persons. Any one of these must be the lead named driver on the rental agreement.

## Section 1

### Reimbursement

**You are covered** up to the amount shown in the benefits schedule if, as a result of any physical loss or damage to the rental vehicle for which you are responsible under the terms of the rental agreement, you;

- a. incur costs relating to the excess following a valid claim under your car rental agreement, and/or
- b. incur towing costs following physical loss or damage to or mechanical breakdown of the rental vehicle, and/or
- c. lose the use of the rental vehicle for the remainder of the car rental agreement.

This section includes loss or damage to windscreens and any auto glass, to the rental vehicle roof, tyres and the under body of the rental vehicle.

### You are not covered for

- a. under Standard cover only, for any rental in your usual country of residence.
- b. any claim where you have not met the terms of your rental agreement.
- c. any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to you.
- d. any costs greater than £50 (or currency equivalent) relating to administrative or handling fees charged by the rental company in connection with any loss of or damage to the rental vehicle,
- e. any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
- f. any claim in respect of loss of use of the rental vehicle which is due to your disinclination to use the rental vehicle.
- g. any claim for towing costs or loss of use of the rental vehicle which are not as a result of any physical loss or damage to or mechanical breakdown of the rental vehicle for which you are responsible under the terms of the rental agreement.

### Special conditions and factors relating to claims

- a. you must provide us with written confirmation from the rental company, as to whom the rental company hold responsible for the damage to the rental vehicle.
- b. if a known third party is responsible for the damage caused, the rental company may initially hold you responsible for the full excess but then refund you once their recovery from the third party is complete.
- c. if no known third party is available, the rental company may initially hold you responsible for the full excess amount but then they will refund you the difference between the actual repair cost and the excess if the actual repair cost is lower.
- d. you must provide us with the final invoice from the rental company which confirms:
  - i. The final cost of the repairs to the rental vehicle, and
  - ii. The final amount the rental company have charged you in respect of your excess under the rental agreement. This should reflect any reduced excess amount as per points b and c above.
- e. in respect of any claim for loss of use of the rental vehicle, you must provide written evidence from the rental company confirming that the rental vehicle is un-roadworthy for the remainder of the rental agreement due to the damage sustained.
- f. if you are not provided with sufficient proof of the amount charged to substantiate this claim, we will work in conjunction with you to obtain this information from the rental company and/or your credit card company, which may delay your claim.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## Section 2

### Key cover

**You are covered** up to the amount shown in the benefits schedule for the cost of replacing a lost or stolen rental vehicle key, including replacement locks and locksmith charges.

**You are not covered** for the cost of replacing locks when only the parts need to be replaced.

**Please also refer to the general conditions and exclusions that apply to the whole policy.**

## General conditions that apply to the whole policy

1. you must take all reasonable precautions to avoid an accident, injury, serious illness or theft.
2. this policy must have been purchased prior to the commencement of a rental agreement for which you wish this policy to be operative.
3. cover, during the period of insurance, will take effect from the time you take legal control of the rental vehicle and will cease at the time the rental company assumes control of the rental vehicle whether at its business location or elsewhere.
4. this insurance is provided for not more than one rental vehicle at any one time.
5. written notice of accidents, proceedings or any other events that may give rise to a claim must be given to us within 31 days of you being charged by the rental company.
6. all certificates, information and evidence required by us shall be furnished at the expense of you or your legal representatives and shall be in such form and of such nature as we may prescribe. You shall as often as may reasonably be required submit to a medical examination on behalf of the insurer at your expense.
7. except with our written consent, you or your representative(s) are not entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
8. we may at our own expense take proceedings in your name to recover compensation from any third party in respect of any indemnity provided under this policy and any amounts recovered shall belong to us. You agree to provide all reasonable assistance to us to recover such amounts.
9. any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void, all claims hereunder shall be forfeited and we may inform the police of the circumstances.

## General exclusions that apply to the whole policy

In addition to the exclusions listed under each section of cover within this policy, the insurer shall not be responsible for;

1. any claim for a rental in your usual country of residence if you have taken the Standard level of cover.
2. any costs greater than £50 (or currency equivalent) relating to administration and handling charges raised by the rental company in connection with any loss of or damage to the rental vehicle.
3. any cost relating to transaction or fixed fees, postal or carriage fees, fuel charges or anything of a similar nature.
4. any claim if you have not paid in full the appropriate premium.
5. any claim if you;
  - a. do not hold a full and valid and internationally recognised driving licence, or
  - b. the driver at the time is not a named person on the rental agreement.
6. any claim if the rental agreement is for longer than;
  - a. 45 continuous days, or
  - b. the period for which cover has been purchased.
7. claims arising directly or indirectly from;
  - a. your suicide or attempted suicide.
  - b. your self inflicted injury or illness.
  - c. your wilful exposure to danger (except in an attempt to save human life).
  - d. you being under the influence 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).
  - e. the rental vehicle being used in, or training for, racing competitions, trials, rallies or speed testing.

8. claims directly or indirectly caused by;
  - a. any fraudulent, dishonest or criminal act committed by you or any other person you are in collusion with.
  - b. driving the rental vehicle in violation of the terms of the rental agreement.
  - c. persons who are not named on the rental agreement.
  - d. drivers who are aged under 21 years or over 84 years at the time of purchasing this policy.
9. claims relating to;
  - a. the rental of vehicles with a retail purchase price in excess of £80,000, and/or vehicles which are over 20 years old or which have not been manufactured for 10 years or more.
  - b. the rental of any vehicles other than motor homes, camper vans or any similar vehicle designed or intended to provide sleeping and living accommodation that does not exceed 3.5 tonnes unladen weight.
  - c. automobiles or other vehicles, which are not rental vehicles rented from a licensed rental company.
  - d. losses occurring whilst driving on safaris or adventure trails unless you are driving on a public highway at the time of the occurrence.
10. claims from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from;
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
11. loss or damage directly or indirectly occasioned by happening through or in consequence of war, an act of terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
12. 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.
13. claims or incidents that may give rise to a claim not notified directly in writing to us within 31 days of you being charged by the rental company.
14. losses occurring from driving whilst not on a public highway, except when travelling to and from accommodation that is only accessible by unmade road and, in these circumstances, due care and attention must be exercised to minimise risk of any damage to the rental vehicle.
15. any expenses assumed, waived or paid by the rental company or its own insurers.
16. claims for wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
17. any expenses reimbursed by your employers' insurer.

## Complaints procedure

**If your complaint is about the administration of your policy or the way a policy was sold to you;**

If at any time you have any query or complaint regarding the administration of your policy or the way the policy was sold, you should in the first instance refer to Worldwide Travel Insurance Services.

**Worldwide Travel Insurance Services**  
1-7 Commercial Road, Paddock Wood  
Tonbridge, Kent, TN12 6YT.  
Tel: 01892 833338

Email: [customerservices@worldwideinsure.com](mailto:customerservices@worldwideinsure.com)

**If your complaint is about the administration of your claim;**

If you have a query or complaint regarding the administration of your claim, you address your complaint to:

**The Customer Experience Manager**  
ClaimEz, PO Box 70931, London, SW20 2EE.  
Tel: 0203 503 0500  
Email: [claim@clamez.com](mailto:claim@clamez.com)

The relevant party will contact you within five days of receiving your complaint to inform you of what action they will take. They will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks they will tell you when you can expect an answer. If an answer has not been provided to you in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review.

Once you have received your final response from us, if you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS).

**The Financial Ombudsman Service**  
South Quay Plaza, 183 Marsh Wall,  
London, E14 9SR.  
Tel: 0300 123 9123 or 0800 023 4567  
Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. Please note that you have six months from the date of our final response in which to refer your complaints to the FOS. Referral to the FOS will not affect your right to take legal action.