

CAR SHARING EXCESS POLICY  
INSURANCE FROM HiyaCar



hiyacar

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# POLICY DOCUMENT

## SECTION 1 - INTRODUCTION

### About Your Insurance

Welcome to **your** Car Sharing **Excess** Reimbursement Insurance Policy Document.

This insurance is designed to reimburse the **excess you** must pay under a **Car sharing agreement** following an incident involving a **Car sharing vehicle**. It also provides additional benefits, such as:

- cover against the costs incurred as a result of **you** putting the wrong type of fuel into a **Car sharing vehicle**;
- cover for replacing the locks and keys of a **Car sharing vehicle** if the original keys are lost or stolen;
- And Cover against any additional excess(es) which may be applied under the terms and conditions of the **Car sharing agreement** if **you** are involved in a single vehicle accident or while driving a **Car sharing vehicle** on an unsealed public road.

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

**Please take time to read the “Important Information” section on pages 3 - 4 of this Policy Document. It tells you about things you need to check and the actions you need to take. It also contains details of the period of insurance.**

This insurance was arranged by the **Administrator** who are responsible for issuing the policy on behalf of the insurers. The insurers (referred to as “**we**”, “**us**” or “**our**” in this Policy Document) are Lloyd’s Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Claims are handled by Orchard Administration on our behalf. Orchard Administration is referred to as the **claims administrator** in this Policy Document.

This is a daily insurance policy. The **start date** and the **period of insurance** are shown on **your Certificate of Insurance**.

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

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available large print and/or in audio format.

### How to Make a Claim

To make a claim, please complete the online claim form on <https://claim.orchard-administration.co.uk> Alternatively, call Orchard Administration on 0333 3230 095 or +44 1634 382 574 (Outside UK). (Lines are open between 9am and 5pm Monday to Friday), or send an email to [assistance@orchard-administration.co.uk](mailto:assistance@orchard-administration.co.uk) or write to Orchard Administration Limited, Third Floor, Riverside House, High Street, Maidstone, Kent, ME14 1JH, United Kingdom.

### The Insurance Contract

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

This Policy Document and **your Certificate of Insurance** are issued to **you** by Riverside Underwriting Limited, in its capacity as our agent under contract reference B6839EW01420. In exchange for **your** payment of the premium referenced in **your Certificate of Insurance**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Lawrence

Authorised signatory of Riverside Underwriting Limited.

## SECTION 2 - IMPORTANT INFORMATION

It is important that:

- **You** check **your Certificate of Insurance** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check that the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify the **administrator** as soon as possible of any inaccuracies on **your Certificate of Insurance**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

### 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 on page 8 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 on page 8-10.

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

### Period of Insurance

The **period of insurance** is stated on **your Certificate of Insurance** and cover begins when **you** collect a **Car sharing vehicle** from a **Car sharing company**. Cover ends on either the date **you** return the **Car sharing vehicle** to the **Car sharing company**, the **end date** shown on **your Certificate of Insurance** or when a claim is made, whichever happens first. If **you** wish to extend the **period of insurance**, **you** should extend **your** policy via the HiyaCar app. Policies are available as follows:

Vehicle	Maximum Duration
Cars	Up to 30 days

### Before You Drive Your Car sharing vehicle

- Read **your Car sharing agreement** when **you** collect the **Car sharing vehicle** from the **Car sharing company**, including the terms and conditions. **We** will not pay any claim that results from a direct breach any of the terms and conditions of **your Car sharing agreement**.
- Check the **Car sharing vehicle** for any pre-existing damage and make sure it is noted on the pre-rental inspection form. If this is not possible, **we** recommend that **you** take photos which include evidence of the date when collecting the vehicle and keep these for **your** records.

### Information You Give Us

#### Eligibility

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

- **You** hold a valid **United Kingdom**, European Union or EEA driving licence or permit for the **Car sharing vehicle**. This must be valid in the country in which **you** are travelling.
- The **Car sharing vehicle** has a maximum value of £75,000 at the policy **start date**.
- The **Car sharing vehicle** is a car with a maximum of 9 seats (including the driver).
- The **Car sharing vehicle** will not be used on a safari or an off-road adventure trail.
- **You** are between the ages of 23 and 70 years old.
- **You** are a **permanent resident** in the **United Kingdom** at the time of purchase of this policy.
- The **Car sharing vehicle** will not be used for any trip outside of the **United Kingdom**, European Union or EEA.
- The **Car sharing vehicle** will not be used for the carriage of goods or passengers for hire and reward
- **You** meet the Hiyacar terms and conditions as listed on their website and app.

**We** will not provide any cover if these eligibility requirements are not met at the start date of **your** policy. Please contact [assistance@riverside-underwriting.co.uk](mailto:assistance@riverside-underwriting.co.uk), as soon as possible if **you** are not eligible for this insurance or if **you** have any queries.

#### Disclosure of Important Information

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

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

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

## SECTION 3 – WHAT IS COVERED

The cover **you** have purchased is stated on **your Certificate of Insurance**. If **you** wish to extend **your** coverage, **you** should contact assistance@riverside-underwriting.co.uk.

### **Policy Limits**

- **We** will pay up to the amount stated on **your Certificate of Insurance** in the event of a claim for excess reimbursement.
- **We** will pay up to the amount stated on **your Certificate of Insurance** in the event of a claim for Loss Damage Waiver.
- **We** will pay up to the amount stated on **your Certificate of Insurance** towards the costs incurred as a result of misfuelling.
- **We** will pay up to up to the amount stated on **your Certificate of Insurance** for replacement keys and locks.

### **A. Excess Reimbursement**

**We** will reimburse the **excess** that **you** must pay under **your Car sharing agreement** for the following types of claim:

- Road traffic accidents
- Collisions with animals
- Weather related claims
- Theft or attempted theft
- Damage caused by fire or explosion
- Accidental and malicious damage

The most **we** will pay is the amount as stated on **your** Certificate of Insurance and during any one **period of insurance**.

### **B. Loss Damage Waiver**

**We** will reimburse the **excess** that **you** must pay under **your Car sharing agreement** for the following types of claim:

- Tyre damage
- Damage to the **undercarriage** and roof
- Windscreen and **glass** damage

The most **we** will pay is the amount as stated on **your** Certificate of Insurance and during any one **period of insurance**.

### **C. Misfuelling**

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

- The cost of flushing the engine
- Additional travel expenses which are necessary to continue **your** journey.
- The cost of recovering the **Car sharing vehicle**.

### **D. Towing Charges**

**We** will pay up to up to the amount stated on **your Certificate of Insurance** towards any **Towing** charges which are applied by **your Car sharing company** and cannot be recovered following a claim which is covered by this insurance.

## SECTION 4 – WHAT IS NOT COVERED

We will not pay any claim:

1. If **you** do not meet the eligibility requirements for this policy (as detailed on page 4 of this Policy Document.)
2. For any costs that can be recovered from the **Car sharing company** or any other person or company.
3. Which results from a direct breach of the terms and conditions of **your Car sharing agreement**.
4. Which is for third party death, injury or property.
5. For any **excess** above the standard **excess** shown on **your Car sharing agreement**, unless the additional excess is a Single Vehicle Accident or Unsealed Road Excess.
6. Solely for the loss or theft of, or damage to, the contents of a **Car sharing vehicle**.
7. For accessories which are fitted to or supplied with the **Car sharing vehicle**, such as sound systems, radios, tape, CD or MP3 players, ski racks, car seats, GPS and satellite navigation equipment and telecommunications equipment.
8. For mechanical repairs or the cost of any replacement parts which are necessary as a result of misfuelling.
9. For any costs relating to a missed departure as a result of misfuelling.
10. Resulting from wear and tear or mechanical breakdown.
11. Resulting from **your** misuse of alcohol or drugs (including the misuse of prescription drugs).
12. Resulting from a fraudulent, dishonest, illegal activities or a criminal act committed by **you**.
13. If the **Car sharing vehicle** was being driven by a person that is not named on **your Car sharing agreement**.
14. That occurs while the **Car sharing vehicle** is not on a **public road**, for example while on a safari or an adventure trail, racing, trials or speed testing.
15. For any loss or damage resulting from a deliberate and intentional act by **you**.
16. **Additional Travel Expenses** unless otherwise stated in the policy wording.
17. Any claim arising whilst driving in violation of the road laws of the country of hire.
18. For the rental of certain vehicles, namely: trailers or caravans, trucks, commercial vehicles, any type of motor homes/campervans, vans, mini-buses motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles changed from their standard factory specifications
19. Call out charges not related to the main claim.
20. Payment card transaction fees.
21. Courtesy **cars** from a repair garage or dealership.
22. Cleaning Fees.
23. Arising directly or indirectly from:
  - a. **War** or acts of terrorism
  - b. An insured person engaging in **active war**
  - c. **Nuclear risks**

## SECTION 5 - GENERAL CONDITIONS

1. Unless **you** have **our** permission in writing, **you** must not admit that **you** or any person named on **your Car sharing agreement** are at fault for an incident or give any representations or promises on **our** behalf which are binding upon **us**. **We** have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.
2. Cover is provided for rentals in the **United Kingdom**, European Union or EEA only .
3. Cover is extended to additional drivers providing they are eligible to drive the **Car sharing vehicle** under the terms and conditions of the **Car sharing agreement**.
4. This policy must have been purchased prior to the commencement of the **Car sharing agreement** for which **You** wish this policy to be operative.
5. **You** may amend **Your** policy prior to the start of a **Car sharing agreement**. Any additional premium that may be charged is calculated as if the change was included at the inception of the policy. If you return the vehicle after the agreed return date and time you will be charged the additional premium automatically via the HiYa Car app.
6. Where there is dual insurance, please let us know, so that **we** pay our proportion of **Your** claim.
7. The policy must coincide with the period shown on the **Car sharing agreement**. No policy can be issued retroactively.
8. This insurance policy in its entirety is invalid if the dates on the **Car sharing agreement** and the dates on the **Certificate of Insurance** do not match.
9. The **Lead Driver** indicated on the **Car sharing agreement** must coincide with the policy holder and **Lead Driver's** name on the **Certificate of Insurance**.

## SECTION 6 – MAKING A CLAIM

### Who to Contact

To make a claim, please complete the online claim form on <https://claim.orchard-administration.co.uk> alternatively, call Orchard Administration on 0333 3230 095 or +44 1634 382 574 (Outside UK). (Lines are open between 9am and 5pm Monday to Friday), or send an email to [assistance@orchard-administration.co.uk](mailto:assistance@orchard-administration.co.uk) or write to Orchard Administration Limited, Third Floor, Riverside House, High Street, Maidstone, Kent, ME14 1JH, United Kingdom.

### Things You Must Do

**You** must comply with the following conditions. If **you** fail to do so and this affects the ability of the **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.

All claims must be reported to the **administrator** as soon as possible but in any event, within 30 days of **you** becoming aware of an incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **administrator** may require in establishing the amount of any payment under **your** insurance.

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

- **Your** Certificate Number and Scheme Code, which are both shown on **your Certificate of Insurance**.
- A copy of **your Car sharing agreement**.
- A copy of the Accident Damage Report (or similar document) and/or a photographic picture of the damage caused.
- A copy of **your** driving licence.
- Proof that **you** have paid the costs for which **you** are seeking reimbursement, such as a copy of **your** credit/debit card statement showing the payment(s) made, or receipts, invoices or other similar documents to validate **your** claim.
- **Your** bank details to enable the **administrator** to make a claim payment.
- Details of the incident for which **you** are making a claim (including the time and date).
- A copy of the police report (if applicable).
- A copy of pre-rental inspection report (if completed).
- The contact details of any witnesses or other parties involved in an incident.
- Confirmation from the **Car sharing company** of any amounts to be refunded to **you**.
- Confirmation from the **Car sharing company** that the amount charged is in full and final settlement.

### Other Insurance

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

### Claims Handling and Our Right of Recovery

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

### Fraudulent Claims or Misleading Information

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

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

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

## SECTION 7 – CANCELLATION OF THE POLICY

### Your Cancellation Rights

**You** can cancel **your** policy before the **start date** and **we** will allow a full refund of the premium **you** have paid.

**You** can cancel **your** policy at any other time but there will be no refund.

Please contact the **administrator** if **you** wish to cancel **your** policy.

### The Insurers' Cancellation Rights

**We** reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

## SECTION 8 – HOW TO MAKE A COMPLAINT

Any complaint should be addressed to:

Head of Operations  
Riverside Underwriting Limited  
Third Floor  
Riverside House  
Maidstone  
Kent  
United Kingdom  
ME14 1JH

Opening Hours: Mon - Fri 9AM - 6PM

Telephone: 0333 323 0093  
International Telephone: +44 (0)333 323 0093  
UK Call Centre: 0333 323 0093  
Email Us: CRT@riverside-underwriting.co.uk

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 8 (eight) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 8 (eight) weeks of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)  
Telephone: 0800 023 4 567 (from inside the UK)  
Fax: +44 20 7964 1001  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** have purchased **your** contract online **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 complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

## SECTION 9 – LEGAL, REGULATORY & OTHER INFORMATION

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection Notice

**We** are the data controller (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 [www.canopus.com](http://www.canopus.com).

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In Summary:

To enable us to take the necessary steps to enter into a contract with **you** to provide the appropriate insurance products and services, **we** may collect the following personal information about **you**, including:

- Name, date of birth, address, other contact details, occupation, financial information such as bank details, details of insured items or cover required including the location of those items where applicable, details of additional people who **you** are including on the proposal or policy, claims history excluding details of personal injuries or medical conditions

**We** may also collect the following sensitive personal information about **you** and additional people who **you** are including on the proposal or policy, where the provision of this type of insurance is in the substantial public interest:

- Medical details, criminal convictions and County Court Judgments, claims history including details of personal injuries or medical conditions.

**We** and the administrators collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection, claims validation or for communication purposes related to your cover). **We** will ensure that third parties keep **your** information secure and do not use it for purposes other than those that **we** have specified in the Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **your** information if **we** are required to by law. **We** may share **your** information to enforcement authorities if they ask us to, or to a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in the Privacy Notice, please contact:

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
UK  
privacy@canopus.com  
T + 44 20 7337 3700

### Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### Safeguarding Your Premium and Claim Payments

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

Any claim payments that are due to **you** from **us** will be paid to you by the **claims 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 England and Wales and subject to the exclusive jurisdiction of the courts of England.

### Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability

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

### The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847

Riverside Underwriting Limited are authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942.

This insurance contract is transacted with certain underwriters at Lloyd's, registered at 1 Lime Street, London, EC3M 7HA, United Kingdom. Lloyd's is a society of underwriting members incorporated by statute. The insurer will be the member(s) of the Lloyd's syndicates stated below: Canopus Syndicate 4444

## SECTION 10 – DEFINITIONS

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

**“Active War”** – Active participation in a **war** where an insured person is deemed under English Law to be under instruction from, or employed by, the armed forces of any country.

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

**“Auto glass”** – any glass that forms part of the Car sharing vehicle and includes windscreens, windows, internals and externals lights and sunroof.

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

**“Administrator”** - The company who administers this insurance and handles any claims. This is Riverside Underwriting Limited, Third Floor, Riverside House, Maidstone, Kent, ME14 1JH, United Kingdom.

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

**“Certificate of Insurance”** - The document that names you as the policyholder and sets out what this policy covers you for. Your Certificate of Insurance will be replaced whenever you make any changes to the policy.

**“Claims Administrator”** - The company who will handle any claims on our behalf. This is Orchard Administration.

**“Excess”** - The amount **you** must pay under the terms of **your Car sharing agreement** following an incident involving a **Car sharing vehicle**.

**“Insurer(s) or Underwriters”** – Certain Underwriters at Lloyd’s.

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

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

**“Nuclear Risks”** - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

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

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

**“Car sharing agreement”** - The contract between **you** and a **Car sharing company** which allows **you** hire a **Car sharing vehicle**. It will include details about **you**, the **Car sharing vehicle** and terms and conditions of the rental.

**“Car sharing company”** - The company who is hiring **you** the **Car sharing vehicle**, which must be licensed to provide vehicles for hire in the territory in which it is situated.

**"Car sharing vehicle"** - The vehicle hired by you under a Car sharing agreement on a daily or weekly basis from a Car sharing company.

**"Start date"** - The date that the insurance cover commences, as shown on your Certificate of Insurance.

**"Terrorism"** - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**"Towing"** – Recovery of the Car sharing vehicle following an accident, theft, malicious damage, fire or mechanical breakdown to the nearest premises owned by the hire company or the original pick up location whichever is closest.

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

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

**"Unsealed public road"** - A **public road** which is not sealed with a material such as tarmac, bitumen or concrete, for example, a gravel road.

**"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"** - Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

**"You, your"** - The individual specified on the **Certificate of Insurance** who is named on the **Car sharing agreement** and is authorised under the terms and conditions of the **car sharing agreement**.