

# Loss Damage Waiver & Supplemental Liability Insurance Policy Summary – Annual Policies

Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy document is available on request if it is not provided to you with this summary.

**Insurers:** This Car Rental Insurance Policy is underwritten by White Horse Insurance Ireland Ltd., 14, Clyde Road, Ballsbridge, Dublin 4

## DEMANDS AND NEEDS

This product meets the demands and needs of those clients who rent a vehicle in territories outside their normal country of Residence for up to 31 days for any one rental and who have purchased a policy. Further details of the benefits can be found in the Policy Summary, as outlined below. This statement does not form part of the terms and conditions of your policy. You have not received any personal recommendations from Atlas Travel Insurance Services Ltd, it's Subsidiary or Affiliated Companies.

## What is covered? Main Features and Benefits

### Annual Policies incorporate Sections 1 and 2

#### LOSS DAMAGE WAIVER & SUPPLEMENTAL LIABILITY INSURANCE – POLICY SUMMARY

The following is a summary of the main policy benefits and the terms and conditions. For full details of these and all the terms and conditions that apply you should read the Terms & Conditions wording a copy of which will be provided at any time on request. On receipt of your Terms & Conditions wording, you will have 14 days to decide if you wish to cancel – see “Your Right to Cancel” for more information.

#### SECTION ONE– SUPPLEMENTAL LIABILITY INSURANCE

The policy increases the cover provided by the Primary Insurers up to a maximum of US\$1,000,000 combined single limit (i.e., our cover “tops up” the Primary Insurance to a maximum US\$1,000,000 and does not provide a maximum of US\$1,000,000 over and above the primary limits). It is a condition that this cover will only attach excess of the Licensed Car Rental Agency's own legally required Primary Insurance.

Cover Automatically Includes Underinsured, Uninsured and Hit and Run Motorist Protection. These three sections cover the driver(s) and passenger(s) named in the Certificate up to US\$100,000 in total for accident and legally awarded compensation following bodily injury or property damage i.e., those situations where the negligent party has insufficient insurance, no insurance or is unidentified

#### SECTION TWO – LOSS DAMAGE WAIVER

The Underwriters (hereinafter referred to as the Insurers) shall indemnify the Insured, during the period of hire for losses incurred up to US\$50,000 cars or the value of claim, whichever the lesser, for losses incurred as a result of damage, fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure when such vehicle is rented and operated from a Licensed Rental Agency and the Insured Person(s) has / have declined the rental company's Loss Damage Waiver (LDW) or any similar provision.

#### SECTION TWO ENHANCEMENTS

##### RESTITUTION OF HOLIDAY

This Certificate will provide the benefit of £\$25 per day if the car rental is cancelled or cut short on the advice of a physician and in consultation with AXA Assistance Ltd. The Insured must be confined to bed in a hospital, in a hotel or in private accommodation during such time that the car rental was booked and paid for. The Insured must present both rental agreement document and a medical certificate as to the time he / she has been confined to bed. The car rental must have been reserved / confirmed for at least a minimum of 7 days. Total limit of indemnity \$300.

##### DROP OFF CHARGES

In the event of there being no named Insureds on the proposal form / rental contract to return the rental car to the originating car rental station, following an accident / illness to which hospitalisation takes place, this Certificate will indemnify the Insured up to but not exceeding \$300 to pay for drop off charges incurred through the car rental station. AXA Assistance Ltd must be informed immediately of this situation. All negotiations to be left to AXA Assistance Ltd and the vehicle rental station. One way rentals excluded.

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## “LOCK-OUT” COVER

This element covers the Insured in the event of locking the keys in the car against the cost of calling out a locksmith, TO A MAXIMUM LIMIT OF \$60 (or equivalent). Our policy is one of the very few, if not the only one, to cover this cost.

Features and limitations	
Minimum age at date the rental starts	21
Maximum age at the date the rental starts	74
Maximum period per rental	Annual – 31 days
For travel commencing prior to	1 <sup>st</sup> September 2010

### TYPES OF POLICY AVAILABLE AND POLICY DURATIONS

Policies are available for individual Car Rental Agreements. A policy provides cover for the duration of the Car Rental Agreement, not exceeding 31 days in total any one rental.

### WHO CAN BE COVERED

Policies can be arranged by the lead name driver as shown on the Car Rental Agreement, as shown in the booking confirmation, and include any of the other persons named on the Agreement, subject to the age limits specified above.

### SIGNIFICANT AND/OR UNUSUAL EXCLUSIONS

**The Insurers shall not be liable in respect of any claims made in respect of:**

- 1: Persons who have not paid in full the appropriate premium.
- 2: A Rental Vehicle that is hired within the usual country of residence of the Insured Person.
- 3: Wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) self-exposure or needless peril (except in an attempt to save human life).
- 4: Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 5: Loss or damage directly or indirectly occasioned by happening through or in consequence of war, 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.
- 6: 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.
- 7: Claims or incidents that may give rise to a claim not notified directly in writing to the Claims Handling Office within 31 days of the expiry of the Insurance.
- 8: Any fraudulent, dishonest or criminal act committed by the Insured Person or any other person with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 9: Operation of the vehicle in violation of the terms of the Rental Agreement.
- 10: 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.
- 11: Expenses assumed, waived or paid by the Rental Agency or its own Insurers.
- 12: Automobiles, or other vehicles, which are not Rental Vehicles rented from a licensed rental agency.
- 13: Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
- 14: Transporting contraband or illegal trade.
- 15: Driving by persons who are not named on the Rental Agreement.
- 16: The rental of "Expensive or Exotic" vehicles, namely vehicles with a Retail Purchase Price in excess of \$50,000 and "Antique" vehicles which are over 20 years old or which have not been manufactured for 10 years or more.
- 17: The rental of certain vehicles namely, motor homes, trailers or caravans, vans, trucks, non-passenger carrying vehicles, vehicles that carry more than 9 people including the driver, motorcycles, mopeds, motorbikes, off-road vehicles and recreational vehicles, unless agreed by special acceptance from the Insurers.
- 18: Expenses reimbursed by the Insured Person's Employers' Insurer.
- 19: Driving by persons aged under 24 years and over 74 years of age.

### CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, as detailed in the policy document. Please note that this right does not apply if your policy is a short term insurance of less than one month in duration.

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**MAKING A CLAIM**

In the event of loss please contact AXA Assistance Ltd within 31 days of the loss to notify the circumstances and request a claim form to be sent to you by email, fax or post.

Please fully complete, sign, date and return the claim form with all supporting documentation to:

AXA Assistance Ltd , PO Box54098, LondonSW20 8UU

Telephone: 0845 458 9677 - Email: [car.rental@axa-assistance.co.uk](mailto:car.rental@axa-assistance.co.uk)

**HOW TO MAKE A COMPLAINT**

Our aim at all times is to provide a first class standard of service. However, there may be times when you feel that this objective has not been achieved. Should you have any query or complaints regarding this insurance or the way a claim has been dealt with, in first instance please write to Group Managing Director, Atlas Travel Insurances Ltd , 37 Kings Exchange , Tileyard Road , London N7 9AH.

Should you remain dissatisfied then you should address your enquiry/complaint to the Underwriting Agents:

**Chief Executive Officer, Strategic Insurance Services Ltd, 46-48 East Smithfield, London E1W 1AW**

**COMPENSATION SCHEME**

White Horse Insurance Ireland Ltd. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.