

# ANNUAL EUROPEAN/WORLDWIDE EXCESS REIMBURSEMENT CAR RENTAL DIRECT POLICY WORDING.

Underwritten By  
**White Horse Insurance Ireland Ltd**

This policy is arranged by **Atlas Travel Insurance Services Limited** under Master Certificate Number P02354/08/00 and underwritten by **Whitehorse Insurance Ireland Ltd**, an EU regulated insurance company established in Ireland and licensed by the Irish Financial Services Regulatory Authority. Registration number 306045. Registered in The Republic of Ireland, at 14 Clyde Road, Bathbridge, Dublin 4. Atlas Travel Insurance Services Ltd of 37 Kings Exchange, Tileyard Road, London N7 9AH, are authorised and regulated by the Financial Services Authority. Registration number 314698. The Master Policy was issued by Strategic Insurance Services Ltd, whose Registered Office is : 35,White Friars, Chester CH1 1QF and who is Authorised and Regulated by the Financial Services Authority; Ref No: 307133.

## **Meeting Your Demands & Needs**

This product meets the demands and needs of those clients who rent a vehicle in territories outside their normal country of Residence OR who have paid the appropriate premium & who rent a vehicle within their country of Domicile but more than 150 Kms from their usual Residence, for up to 31 days for Annual Policies and who have purchased a policy. Further details of the benefits can be found in the Policy 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.

## **Section 1. Loss Damage Waiver Excess Reimbursement:**

In consideration of the payment by the Insured(s) of the premium, the Underwriters (hereinafter referred to as the Insurers) shall indemnify the Insured(s), as named on the Car Rental Contract (the lead name of which to appear on the Certificate of Insurance). Coverage is therefore provided during the period of car hire for losses incurred for any one claim, up to the maximum of £2,000 (or equivalent in local currency) whichever the lesser, but in any event £3,000 (or equivalent in local currency) in the annual aggregate. This being 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) being held responsible, as declared in the car rental contract, for the excess, to which the insured would normally be liable. This insurance is only available for trips up to 31 days.

### **GEOGRAPHICAL LIMIT:**

**Plan 1** Worldwide or European (as shown on Insurance Certificate), excluding country of domicile

**Plan 2** Worldwide or European (as shown on Insurance Certificate), including country of domicile subject to Rental being more than 150Kms from usual place of residence.

### **CONDITIONS APPLICABLE.**

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

**WARRANTY.**

Cover under this section is provided for the rental of one vehicle (as defined below) at any one time which may be driven and operated by any of the eligible Insured Persons as detailed on the vehicle rental agreement, the lead name of which must be the lead name on the Car Rental Contract or any other persons more specifically named aged between 21 and 74 years (as defined below) during the trip duration. Cover will take effect from the time the Insured Person 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. Losses are limited to costs which would have been waived had the Insured Person paid the LDW or similar.

In the event of a loss, the insured must notify the claims handling office within 31 days of said event, and forward all documentation to allow full settlement of claim to the claims handling office. Failure to follow these steps may jeopardise the settlement of claim.

**DEFINITIONS.**

"Rental Vehicle" means any automobile rented under a contract on a daily or weekly basis from such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local authority.

"Trip" shall mean any rental Vehicle which is collected outside the cardholders country of domicile or when the rental vehicle is collected and rented from a point more than 150 kilometres from his / her usual place of residence.

"Insured Person" means the Lead name and any of the persons specified in the Rental Contract. "Car Rental Agreement" means the contract signed by the lead named driver (who must be the name on the insurance certificate as issued) that states the excess to which the lead named driver is responsible.

**EXCLUSIONS.**

The Insurers shall not be liable for claims directly or indirectly occasioned by happening through or in consequence of:

1. Persons who have not paid in full the appropriate or additional premium.
2. Where a rental vehicle is hired within the usual country of domicile and WITHIN a 150 kilometres of the Insured's usual place of residence (unless PLAN 2 purchased,).
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 therefrom 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 nationalization 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 direct in writing to the Claims Office within 31 days of the expiry of the Insurance. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collision, 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. Expenses assumed, waived or paid by the Rental Agency or its Insurers.
11. Automobiles or other vehicles, which are not Rental Vehicles.
12. Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
13. Transporting contraband or illegal trade.
14. Driving by persons who are not named on the Rental Agreement.
15. 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.
16. The rental of certain vehicles namely, motor homes, trailers or caravans, vans, trucks, nonpassenger carrying vehicles, vehicles that carry more than 9 people including the driver,

motorcycles, mopeds, motorbikes, off-road vehicles and recreational vehicles or as agreed by special acceptance from underwriters.

17. Expenses reimbursed by the Insured Person's Employers' Insurer.

18. No coverage proved for under 21 yrs and over 74 yrs of age

19. Losses occurring from driving whilst not on a public Highway.

## Claims Notification

### Claims Handling Office.

In the event of loss please contact AXA Assistance Ltd on your return to the UK (and in any event within 31 days of incurred loss) to notify loss and request a claims form. Please call: 0845458 9677 for a claim form to be sent to you by email, fax or post.

Please fully completed, sign and date the claim form and return with all supporting documentation to:  
AXA Assistance Ltd

PO Box 54098

London E1W 1AW

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

## Important Notice

FAILURE TO PROVIDED FULL DOCUMENTATION MAY JEOPARDISE THE REIMBURSEMENT OF YOUR COSTS

### Data Protection Act

The information that you supply to us will only be used by us to assess whether we will provide you with insurance cover or assessing any future claim you may make. Information may be passed to the insurer of your policy or the specified claims handler or emergency assistance service for the purpose of managing your claim.

The information we store will not be passed to any other third parties, and you have a right to access under the terms of the Data Protection Act.

### “Cooling-Off” Period

The Issuing Agent will refund in full your premium, if, within 14 days of receipt of the policy, you decide it does not suit your needs, providing you have not commenced your trip, or made, or are intending to make a claim. Return the Insurance Certificate to the Issuing Agent, they will arrange your refund.

### Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with our service provided for any reason or have cause for complaint you should initially contact either the Managing Director of the Issuing Agent, or The Underwriting Agent who arranged the policy for you or the Insurance Company at any of the addresses shown below.

Should you not be satisfied with the quality of service you have received from Atlas Travel Insurance Services Ltd or Strategic Insurance Services Ltd (as opposed to complaints about the products provided by White Horse Insurance Ireland Ltd) you can, if you wish, refer the matter to the Financial Ombudsman Service, at the address below. If you make a complaint, your right to legal action against us is not affected.

| Issuing Agent  | Underwriting Agent   | Car Rental Insurance Company  | Financial Ombudsman Service   |
|--|--|---|---|
| Group Managing Director<br>Atlas Travel Insurance<br>Services<br>Ltd<br>37, Kings Exchange<br>Tileyard Road<br>London N7 9AH | CEO<br>Strategic Insurance Services<br>Ltd<br>46-48 East Smithfield<br>London<br>E1W 1AW | Personal Lines<br>White Horse Insurance<br>Ireland Ltd<br>14, Clyde Road<br>Ballsbridge<br>Dublin 4<br>Eire | Insurance Division<br>The Financial Ombudsman<br>Service<br>South Quay Plaza<br>183 Marsh Wall<br>London<br>E14 9SR |

If you have a complaint about the quality of service or products provided by White Horse Insurance Ireland Ltd, you may contact the Irish Financial Services Ombudsman, at: Regus House, Harcourt Centre, Harcourt Road, Dublin 2, Ireland

### Other Important Information

The law and language applicable to the policy

Both you and we can choose the law that will apply to this policy. The policy is governed by the law which applies to the part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live.

The language used in this policy and any communications relating to it will be English.