

# Daily Loss Damage Waiver & Supplemental Liability Insurance

## MASTER POLICY WORDING P02354/08/00.

Underwritten By  
**White Horse Insurance Ireland Ltd**

### 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 for up to 180 days for those 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.

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### WHY DO I NEED INSURANCE

Motor insurance laws differ greatly between each State/Province in the USA/Canada – and indeed in every country throughout the World. Visiting motorists are usually aware of the problems they could face with inadequate insurance if they were involved in a motoring accident. In the United Kingdom, for example, insurance companies provide unlimited Third Party Liability but each State in the USA, the authorities sets its own limits of liability and these are normally very low (e.g. \$10,000 for bodily injury to another person), which means the low limits of cover could well be insufficient to meet claims for compensation awarded against you in the event of an accident – leaving you to pay the balance of the claim yourself. Large compensation claims from law suits in the USA are not uncommon!

Remember mandatory Third Party Liability limits also differ from country to country.

### SUMMARY OF COVER

#### Section 1 Supplemental Liability (SLI)

**Excess Motor Third Party Liability and Un-insured Motorist Insurance** – This Non-owner Policy is specifically designed to increase the low third party liability insurance provided by Primary Insurers for people intending to hire or borrow a car. EU motorists are accustomed to having unlimited third party liability insurance, but this is not the situation in other parts of the world. This cover offers the following:

**Excess Motor Third Party Liability up to a maximum of US \$1,000,000** – This is a combined single limit (i.e. our cover 'tops up' the primary insurance that the Rental Company is mandated to carry, to a maximum US \$1,000,000 and does not provide a maximum of US \$1,000,000 over and above the primary limit) for claims made against you or your confirmed travelling companions for injury or property damage which exceed the rental company's basic cover. Furthermore, this policy is excess to any statutorily mandated liability imposed on the vehicle's owner by the governing jurisdiction

**Un-insured Motorists Compensation up to US \$100,000** – Compensation due to you and your confirmed travelling companions if injured by an Un-insured Motorist or one whose insurance is repudiated by his/her insurance company.

**Hit and Run Motorist Compensation up to US \$100,000** – Awards in respect of injury or damage to property of you or your confirmed travelling companions caused by an unidentified or untraceable motorist.

**Inadequately Insured Motorists Compensation up to US \$100,000** – Balance of compensation awarded to you or your confirmed travelling companions following injury by any motorists whose insurance is inadequate to meet the awards made.

## **LOSS DAMAGE WAIVER (LDW)**

### Section 2

Cover is provided for the hire of one vehicle at any one time which may be driven or operated by any one of the insured persons in respect of whom cover has been arranged. Cover is provided for losses incurred up to the policy limit as a result of damage, fire, vandalism, loss of use or theft of the rental vehicle used for business or pleasure when rented and operated from a licensed rental agency and where the policyholder has not accepted the rental company's Loss Damage Waiver (LDW) or any similar provision.

## **ENHANCEMENTS TO LDW**

**Restitution of Holiday** – Covers the insured driver(s) to £15 per day (Maximum £200) against loss of use of the vehicle through being confined to bed due to accident or illness. Such accident or illness must be evidenced by an independent doctors report stating that the insured cannot drive.

**Drop of Charges** – In the event that the vehicle cannot be returned to the original rental agency because of accident or illness to the insured persons, insurers will indemnify up to £200 for the cost of returning the vehicle to the rental agency.

**Lock-Out** – In the event that a named insured unintentionally locks himself/herself out of a rented vehicle, the costs incurred up to a maximum of £40 to open the car (without causing any further damage to the said rental car) will be reimbursed. All receipts are to be retained and presented by the named insured to Strategic Claims Management Limited for the reimbursement to be approved. Failure to follow these steps may void this cover.

## **WHO IS ELIGIBLE FOR THIS INSURANCE**

Individuals, families and friends, provided all applicants are:

1. Aged 74 years and under (cars only) at the cover commencement date. Note: in respect of drivers all must be aged between 21 and 74 years and have an appropriate driving license;
  2. Resident in the United Kingdom or EU (The Channel Islands are included for the purpose of this insurance) and hold a valid or full internationally recognised driving license;
  3. Not undertaking a rental exceeding 180 days;
  4. Renting (or borrowing in the case of Top Up Liability cover only) a vehicle with a maximum of 9 seats;
  5. Eligible to rent and drive the vehicle and follow the terms of the Rental Agency Agreement;
- NB. Only one vehicle may be rented at any one time.

## **HOW DO I KNOW I AM INSURED?**

Once the Basic Premium has been paid to Atlas Travel Insurance Services Ltd, a numbered Insurance Certificate will be issued. The numbered Insurance Certificate will show the names of all persons insured, their ages, home address, Cover Commencement date, Type of Cover purchased and Premium. Note: Please retain your policy wording.

## HOW YOUR POLICY WORKS

This Policy shows all the Sections of Cover (need to review your Certificate to determine both Period & Type of Cover Purchased) , Limits, Conditions, Exclusions, information on what to do if you need to claim, and how to contact the 24-hour Emergency Service. It is essential that you read it. The Policy is a contract between us and you. We will pay for any event, as set out in the Policy, which happens during the Period of Insurance for which you have paid the appropriate premium.

**Insurers** – The insurance is provided by White Horse Insurance Ireland Ltd.

### Driving Tips

1. **REMEMBER** – to drive on the right hand side of the road, and take extra care at junctions and roundabouts.
2. **REMEMBER** – to take your driving license and other documentation with you that you may require, and keep them with you.
3. Always keep items such as handbags, cameras and wallets out of view when the car is parked. Where possible lock all items in either a glove compartment or boot.
4. Always try and park your car in a well lit or busy area.
5. Thoroughly check the condition of the vehicle when collecting the car for the first time. Make sure that the rental company is aware of all dents and scratches on the vehicle prior to you accepting responsibility for it.
6. Keep a regular check of the vehicles condition. This should include checks on tyre pressures, oil, water and windscreen washer fluid levels.
7. Obtain maps of the areas that you will be visiting. Try to plan your route in advance, and do not aim to drive too far at any one time. Take regular breaks when driving long journeys.

## IMPORTANT INFORMATION

**Contract of Insurance** – This is your contract of insurance. It contains certain conditions and exclusions in each section and conditions and exclusions applying to all the sections. You must meet these conditions or we may not accept your claim.

**Cooling Off Period** – Atlas Travel Insurance Services Ltd will refund in full your premium if within 14 days of the date of issue of the Insurance Certificate 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 together with a copy of your alternative policy to the Agent who introduced the policy to you and they will arrange your refund.

Please contact Atlas Travel Insurance Services Ltd if you have any doubts about the cover we provide or you would like more information.

**Excesses** -     Section 1 -     No excesses apply under this section, as it is excess of the Mandatory State Limit.  
                  Section 2 -     No excesses apply .

**Driving Conditions** – Cover is only valid whilst the vehicle remains on a main road or highway, and does not extend to use 'off road' or on unmade roads or tracks.

**Jurisdiction and Law** – All claims hereunder shall be governed by the laws of England whose courts alone shall jurisdiction in any dispute arising under this insurance.

## DEFINITIONS

**Additional Drivers/Passengers** – Those additional persons other than the policyholder, named on the Insurance Certificate and/or rental Agreement, covered under the policy.

**Automobile/Vehicle** – A land motor vehicle, designed and licensed for travel on public roads.

**Geographical Limits** – Worldwide, excluding rentals made in country of usual residence.

**Indemnity** – Compensation for loss. In the terms of your policy, our obligation is to compensate you so that a claim payment leaves you in no better financial position than you were immediately before the event giving rise to claim.

**Insured Persons/Named Insured** – All persons named on the insurance documentation including the proposer/policyholder, covered under the policy, provided he/she is a citizen of the United Kingdom or EU.

**Liability** – An obligation at law to compensate others.

**Master Policy/Master Policy Wording** – The full terms and conditions of the policy.

**Period of Insurance** – The period of time covered by this policy as shown in the Certificate of Insurance and any further period for which we accept your premium.

**Policy/Insurance Policy** – Written contract between an insured and the insurance company stating the obligations and responsibilities of each party.

**Primary Insurance** – Liability coverage that provides benefits up to the limits of the policy, regardless of other insurance policies in effect.

**Primary Insurers** – Those Insurers instructed to provide cover up to the state maximum limit.

**Proposer/Policyholder** – The main driver and/or person whose name the policy is taken out in.

**We/Us/Our/The Company/Insurance Company/Insurers/Underwriters** – The insurance is provided by White Horse Insurance Ireland Ltd.

## THE INSURANCE

The Insurance Certificate and this Policy Wording together form the contract of insurance and it is important that you carry both with you when you travel.

This Policy Wording is only valid with a numbered Insurance Certificate and does not apply to any other travel insurance scheme.

### SECTION 1 – *Supplemental Liability (Top Up) Insurance.*

#### 1. INSURANCE AGREEMENTS:

**Coverage A: Excess Liability:** To indemnify the named insured for all sums which he shall become legally obligated to pay as damages in accordance with the laws of the jurisdiction in which the claim and/or suit brought because of bodily injury including death at any time resulting therefrom sustained by any person or property damage caused by accident and arising out of the use of any automobile borrowed, leased or rented by the named insured. The words “bodily injury”, and the word “injury” when referring to bodily injury, shall be deemed to include “sickness or disease”. The words “any person” shall not include any person to whom Exclusion II (f) applies. The words “property damage” shall mean injury to or destruction of tangible property.

The indemnity provided by this Policy shall apply only if :**One**: that amount in excess of the mandatory minimum liability limits required of the rental car company in order to licence the vehicle rented within the state where the vehicle was collected, and **Two**: that amount in excess of amounts recoverable under any other applicable insurance, and the maximum we will pay in respect of all claims arising from any one accident shall be the difference between the amount of the mandatory minimum liability limits required of the rental car company within

the state where the vehicle was collected and/or the amount recoverable under any other insurance and US\$1,000,000. Furthermore, this policy is excess to any statutorily mandated liability imposed on the vehicle's owner by the governing jurisdiction

**Coverage B: Uninsured Motorist/Hit and Run:** To pay all sums which the named insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury and/or property damage sustained by the named insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile. To a limit of \$100,000 maximum any one accident and in the aggregate.

**Coverage C: Underinsured Motorist:** To pay all sums which the named insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury and/or property damage sustained by the named insured, caused by accident and arising out of the ownership, maintenance or use of such underinsured automobile. To a limit of \$100,000 maximum any one accident and in the aggregate.

## **2. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS:**

As respects the insurance afforded by the other terms of this policy under Coverage A, the Company shall:

- (a) defend in his name and behalf any suit against the named insured alleging such injury or destruction and seeking damages on account therefore, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premium on bonds to release attachments for an amount not in excess of the application limited of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the named insured in the event of an accident during the policy period, not to exceed the usual charges of surety companies up to US \$100 per bail bond, but without obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the named insured in any such suit and interest accruing after entry of judgement until the Company has paid, tendered or deposited in court such part of such judgement as does not exceed the limit of the Company's liability thereon;
- (d) pay expenses incurred by the named insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident; and
- (e) reimburse the named insured for all reasonable expenses, other than the loss of earnings, incurred at the Company's request.

The Company shall not be obligated under this insuring agreement to pay the cost of bonds or expenses of investigation, settlement or defence arising out of any criminal action against the named insured.

The amounts incurred under this insuring agreement, except settlements of claims or suits, are payable by the Company in addition to the applicable limit of liability but are proportionate to the Company's total liability under this policy.

## **3. DEFINITION OF POLICYHOLDER:**

With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" applies to the certificate holder, identified herein as the "named insured", and also includes any other operator specifically designated in the Certificate of Insurance who is legally responsible for the use of an automobile not owned or hired by such

other person or organisation. For coverages B and C, named insured shall include all members of the booking party named on the certificate.

This insurance with respect to any person or organisation other than the named insured does not apply:

- (a) to any automobile owned by the named insured or other designated operator;
- (b) to any automobile while used in a business or occupation of such named insured operated by such named insured;
- (c) to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any accident arising out of the operation thereof; and
- (d) to any employee with respect to injury or to sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.

#### **4. AUTOMOBILE:**

Except where stated to the contrary, the word "automobile" means a land motor vehicle, designed and licensed for travel on public roads but does not include mobile equipment.

#### **5. UNINSURED AUTOMOBILE:**

The words "uninsured automobile" means:

- (a) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amount specified by the financial responsibility law of the state in which the borrowed, rented or leased automobile is principally garaged, no bodily injury liability or property damage liability bond or insurance policy applicable at the time of the accident with respect to any person or organisation legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability and property damage liability bond or insurance policy applicable at the time of the accident but the Company writing the same denies coverage thereunder; or
- (b) a hit-and-run automobile but only with respect to bodily injury and property damage caused thereby.

The term "Uninsured Automobile" shall not include:

- (1) an insured automobile;
- (2) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law or any similar law;
- (3) an automobile which is owned by any government unit or agency;
- (4) a land motor vehicle or trailer if operated on rails or crawlertracks or while located for use as a residence or premises and not as a vehicle; or
- (5) a farm-type tractor or equipment designed for use principally off public roads, except while actually on public roads.

#### **6. "HIT AND RUN" :**

The term "Hit-and-Run automobile" means an automobile which causes bodily injury or property damage to a named insured arising out of physical contact of such automobile with the named insured or with an automobile which the named insured is occupying at the time of the accident, provided:

- (1) the identity of either the operator or owner of such "hit-and-run automobile" cannot be ascertained; and

- (2) the named insured or someone on his behalf shall have reported the accident within twenty four (24) hours to the police, a peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within thirty (30) days thereafter a statement under oath that the named insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof.

The term "Occupying" means in or upon or entering into or alighting from.

**7. UNDERINSURED AUTOMOBILE:**

The words "Underinsured Automobile" means an automobile with respect to the ownership maintenance or use to which a bodily injury or property damage liability bond or policy applies at the time of the accident but its limit for bodily injury liability and property damage liability is less than the limit of liability for this coverage.

**8. POLICY PERIOD, TERRITORY:**

The insurance here-under applies only to direct and accidental losses to the insured automobile which are sustained, during the policy period designated in the Certificate of Insurance while the automobile is used for pleasure and business anywhere as specified within the Certificate of Insurance.

**9. PURPOSE OF USE:**

Pleasure and Business. The term "Pleasure and Business" is defined as personal, pleasure, family and business use.

**10. COMMERCIAL TRAVELLING:**

The term "Commercial Travelling" shall mean business use to obtain orders for products of services without prior arrangement of an appointment.

**SECTION 2 – Loss Damage Waiver (LDW) Cover**

The underwriters shall indemnify the policyholder and insured persons, as named on the Certificate of Insurance, during the period of hire for losses incurred up to US \$50,000 per motor vehicle 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 rental and operated from a licensed rental agency and the insured persons has/have declined the rental company's Loss Damage Waiver (LDW) or any similar provision. The insurance is only available for trips up to one hundred and eighty (180) days.

**EXCLUSIONS**

**SECTION 1 – Supplemental Liability (Top Up) Insurance**

**This policy does not apply:**

**1. Under any of the Coverages:**

- (a) while the automobile is used as a public or livery conveyance;
- (b) to any accident or to any loss directly or indirectly arising from or occasioned by or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, insurrection or military or usurped power;
- (c) while the automobile is used for commercial travelling, racing, pace-making, speed-testing or the carriage of goods or samples except with any trade or business;

- (d) to use for any purpose in connection with the Motor Trade;
- (e) if the named insured or any other designated operator authorised to drive the automobile does not hold a valid driver's license to drive the automobile; or
- (f) to any claims or liability arising directly or indirectly from Nuclear Fission, Nuclear Fusion or Radioactive Contamination.

**2. Under Coverage A:**

- (a) to liability assumed by the named insured under any contract or agreement;
- (b) while the automobile is used for towing of any trailer owned by or hired by the named insured and not covered by like insurance in the Company;
- (c) to bodily injury to or death of any employee of the named insured while engaged in the employment of the insured if benefits thereof are either payable or required to be provided under any Worker's Compensation law, plan or scheme;
- (d) to any obligation for which the named insured or any Company as his insurer may be held liable under any Worker's Compensation law, plan or scheme;
- (e) to injury to or to destruction of property owned by, rented to, in charge of or transported by the named insured; or
- (f) claims made against the named insured by any person related to the insured by blood, marriage or adoption in those states where such claims are either prohibited by law or are legally unenforceable.

**3.\* Under Coverage B and C:**

- (a) to bodily injury to the named insured with respect to which such named insured, or his legal representative or any person entitled to payment shall, without written consent of the Company, make any settlement with any person or organisation who may be legally liable therefor;
- (b) to bodily injury to the named insured while occupying an automobile owned by a named insured or any relative resident in the same household or through being struck by such an automobile; or
- (c) so as to insure directly or indirectly to the benefit of any Workmen's Compensation or disability benefits carrier of any person or organisation qualifying as a self insurer under any Workmen's Compensation or disability benefits law or any similar law.

**SECTION 2 – Loss Damage Waiver (LDW) Cover**

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

- (1) persons who have not paid in full the appropriate or additional premium;
- (2) wilful 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 to needless peril (except in an attempt to save human life);
- (3) 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;
- (4) loss or damage directly or indirectly occasioned by happening through or in consequence of war, 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;
- (5) loss 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;
- (6) claims or incidents which may give rise to a claim not notified direct in writing to the claims office within thirty one (31) days of the expiry of this insurance;

- (7) any fraudulent, dishonest or criminal act committed by the insured persons or with whom he/she is in collision, or insurance effected in circumstances where a claim might reasonably be anticipated;
- (8) operation of the vehicle in violation of the terms of the rental agreement;
- (9) expenses assumed, waived or paid by the rental agency or its insurers;
- (10) automobiles or other vehicles which are not rental vehicles;
- (11) wear and tear, gradual deterioration, insect or vermin, inherent vice or damage;
- (12) transport contraband or illegal trade;
- (13) driving by persons who are not named on the rental agreement or named on the application form for cover under this insurance;
- (14) the rental of vehicles with a retail purchase price in excess of US\$50,000 (or local currency equivalent) or vehicles which are over 20 years old or are of a type which have not been manufactured for 10 years or more. The onus is on the **Insured Person** (prior to the rental) to check with AXA Assistance Limited (the appointed Assistance Company) that the vehicle is covered by this Insurance;
- (15) the rental of certain vehicles namely, trailers or caravans, trucks, vans, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles that will carry more than 9 people and motorhomes or as agreed by special acceptance from underwriters;
- (16) expenses reimbursed by the insured person's employers' insurer.
- (17) losses occurring from driving whilst not on a Public Highway.

## CONDITIONS

### SECTION 1 – *Supplemental Liability (Top Up) Insurance*

**LIMITS OF LIABILITY – Coverages A, B and C:** Irrespective of the number of named insureds, claims made or vehicles involved in an accident, the total limit of the Company's liability for all damages, including damages for care and loss of service, arising out of bodily injury, including death at any time resulting therefrom, and injury to or destruction all property, shall be only for the ultimate net loss in excess of the limits required by the statutory compulsory liability insurance laws of the state in which a covered loss occurs, or the amount of indemnity provided under the owners or operators insurance, whichever is greater. However, where required by statute the Company shall provide coverage in excess of the statutory compulsory limits when such limits are less than that what is available to an insured under the owner's or operators insurance.

#### **Coverages B and C:**

- (a) The limit of liability stated in the Certificate of Insurance is the total limit of the Company's liability for all damages for care or loss of service, because of bodily injury sustained by one or one persons as the result of any one accident.
- (b) Any amount payable under the terms of this coverage part because of bodily injury sustained in an accident by a person who is a named insured under this coverage shall be reduced by:
  - (1) all sums paid on account of such bodily injury by or on behalf of:
    - (i) the owner or operator of the uninsured automobile; and
    - (ii) any other person or organisation jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the liability coverage of the policy; and
  - (2) the amount paid and the present value of all amounts payable on amount of such bodily injury under any Workmen's Compensation law, disability benefits law or any similar law.
- (c) The amount paid and the present value of all amounts payable on account of such bodily injury under any Workmen's Compensation law, disability benefits law or any similar law.

**Coverages A, B, C and D:**

The inclusion of more than one named insured shall not operate to increase the limits of the Company's liability.

**PROOF AND PAYMENT OF CLAIM – Coverage D:** As soon as practicable, the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required and shall, after each request from the Company, execute authorisation to enable the Company to obtain medical reports and copies of records. The injured shall submit to a physical examination by physicians selected by the Company when and as often as the Company may reasonably require.

The Company may pay the injured person or any person or organisation rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the Company.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this policy, nor until thirty (30) days after the required proofs of claim have been filed with the Company.

**ASSAULT AND BATTERY:** Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

**ASSISTANCE AND CO-OPERATION OF THE INSURED:** The insured shall co-operate with the Company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

**ACTION AGAINST THE COMPANY:** No action shall lie against the Company unless, as a precedent thereto, the named insured shall have fully complied with all the terms of this policy, not until the amount of the insured's obligation to pay shall have been finally determined either by judgement against the insured after actual trial or by written agreement of the named insured, the claimant and the Company.

Any person or organisation or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organisation any right to join the Company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company on any of its obligations hereunder.

**SUBROGATION:** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery by the Company against any person or organisation and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**OTHER INSURANCE:** If the owner or operator of the vehicle has other insurance against a loss covered by this policy, the insurance provided under this policy shall be excess insurance over any other valid and collectible insurance available to the owner or operator either as an insured under a policy applicable with respect to said automobiles or otherwise and the limits

under this policy shall be reduced by an amount equal to the limits of liability under such policy. Further, if, in order to comply with requirements of statutory compulsory liability insurance laws of state in which a covered loss occurs, other insurance is available to the owner or operator of the vehicle, the insurance under this policy shall be excess insurance over such other insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.

**CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or prevent the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed.

**ASSIGNMENT, ENDORSEMENT, EXTENSION AND CANCELLATION:**

**This policy is non-assignable, non-endorseable and non-extendible:**

If, however, the named insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy may be cancelled pro rata as of the date of such date or adjudication, provided written notice is given to the Company by the named insured's legal representative within sixty (60) days after the date of death or adjudication. Return of this policy to the Company shall, however, be a prerequisite to delivery of any return premium to the named insured's legal representative.

**DECLARATION:** By acceptance of this policy, the named insured agrees that the statements in the Declarations or in the Certificate of Insurance are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

**TRUST AGREEMENT- Coverages B and C:** in the event of payment to any person under uninsured motorist or underinsured motorist coverages:

- (a) the Company shall be entitled to the extent of such a payment to the proceeds of any settlement or judgement that may result from the exercise of any rights of recovery of such of which such payment is made;
- (b) Such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organisation because of the damages which are the subject of the claims made under this policy;
- (c) Such person shall do whatever is proper to secure and shall do nothing after a loss to prejudice such rights;
- (d) If requested in writing by the Company, such person shall take through a representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organisation, such action to be taken in the name of such person. In the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, cost the attorney's fees incurred by it in connection therewith; and
- (e) Such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

**SECTION 2 – Loss Damage Waiver (LDW) Cover**

- (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 persons 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 which 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 persons 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 undertaking binding upon them. The Insurers shall be entitled to the absolute conduct, control and settlement of all proceeding arising out of or in connection with claims in the name of the insured persons;
  - (4) The Insurers may at their own expense take proceedings in the name insured persons 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 insured persons shall render all reasonable assistance to Insurers;
  - (5) All claims hereunder shall be governed by the laws of England whose courts alone shall have jurisdiction in any dispute arising under this insurance;
  - (6) No refund of premium, either in part or full, is allowed if a request for such is made fourteen (14) days after the date of issue shown on the Certificate of Insurance or the trip has commenced;
  - (7) All insured drivers must hold a valid driving license or hold a full internationally recognised licence and be resident in the United Kingdom or EU (as applicable) or as specifically agreed by the Insurers.

**(8) ENHANCEMENTS:**

**Restitution of Holiday:** This Certificate of Insurance will provide a benefit of £15 a day if the car rental is cancelled or cut short on the advice of the physician. The insured must be confined to a 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 persons must present both rental agreement documents and a medical certificate as to the time he/she has been confined to bed. The car rental must be confirmed for at least a minimum of seven (7) days, proof of the booking and duration of the rental may be requested. Total indemnity in respect of Restitution of Holiday shall be £200.

**Drop Off Charges:** In the event of there being no insured persons on the application form to return the rental car to the origination car rental station following an accident/illness for which hospitalisation takes place, the policy will indemnify the policy holder up to £200 to pay for drop off charges incurred through the car rental station. One way rentals are not covered under this enhancement.

**Lock-Out:** In the event that a named insured unintentionally locks himself/herself out of a rented vehicle, costs incurred up to a maximum of £40 to open the car (without causing any further damage to the said rented car) will be reimbursed. All receipts are to be retained and presented by the named insured to AXA Assistance Limited for the reimbursement to be approved. Failure to follow these steps may void this cover.

**WARRANTY**

Cover is provided for the rental ONE VEHICLE (as defined on page 2 "Who is eligible" and on page 3 "Definitions") AT ANY ONE TIME which may be driven and operated by any of the eligible insured persons shown on the Certificate of Insurance during the trip duration, provided they are motorists and resident of the United Kingdom or EU (as applicable) and are named on the rental agreement. Cover will take effect from the time the insured persons take legal control of the rented 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 persons paid the Loss Damage Waiver or similar.

## **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the underwriters allege that by reason of this exclusion, any loss, damage, costs or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **MAKING A CLAIM / IN AN EMERGENCY**

AXA Assistance Limited will provide immediate help where required. They provide a 24-hour emergency service 365 days a year and you can contact them on:

**United Kingdom**  
**Tel: 0845 458 9677 (24 hour line)**

When you contact AXA Assistance Limited, you will need to say that you are insured with White Horse Insurance Ireland Ltd.

Your name, your address, a telephone number that you can be contacted on and your master policy and certificate number shown on your Certificate of Insurance.

**Notice of claim or suit:** If a claim is made or suit is brought against the named insured, the named insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

## **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 Atlas Travel Insurance Services Ltd 37, Kings Exchange Tileyard Road London N7 9AH	CEO Strategic Insurance Services Ltd 46-48 East mithfield London EC3N1LS	Personal Lines White Horse Insurance Ireland Ltd 14, Clyde Road Ballsbridge Dublin 4 Eire	Insurance Division The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London 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.