

**Scheme reference SISCR09-10-129/0033**

**Valid for issue no later than 31st October 2010 in respect of travel completed no later than 31st October 2011.**

Provided you have paid the appropriate premium for the type of cover you have selected, as shown in your documentation, you are covered in accordance with the full wording shown herein up to the limits indicated below for the cover chosen for each separate trip. The limits apply per person for each separate trip. The excesses apply for each person and each section of each claim.

**SUMMARY OF COVER**

**SECTION 1 SUPPLEMENTAL LIABILITY INSURANCE (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 North America. 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.

**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.

**SECTION 2 LOSS DAMAGE WAIVER (LDW)**

Up to US \$50,000. 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 Off 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 between 21 and 74 years at the cover commencement date and have an appropriate driving license;
2. Resident in the EU (The Channel Islands are included for the purpose of this insurance) and hold a valid or full internationally recognised driving licence;
3. Not renting a vehicle for longer than 180 days duration (or more than 31 days any one rental agreement under the Annual cover option);
4. Renting (or borrowing in the case of Top Up Liability cover only) a vehicle with a maximum of 7 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.

**Making a Claim/ In an Emergency**

AXA Assistance Claims Centre 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 Claims Centre 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 scheme reference number 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.

All claims must be notified as soon as possible and in any event within 31 days of the end of the Car Rental Agreement.

AXA Assistance Claims Centre Ltd,  
PO Box 50498, London SW20 8UU  
Email: car.rental@axa-assistance-claims.com

**Important – Policy Wording**

**Supplemental Liability & Loss Damage Waiver 2009/2010**

## Why do I need insurance?

Motor insurance laws differ greatly between each State/Province in the USA/Canada – and indeed in every country and 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 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 lawsuits in the USA are not uncommon!

## How do I know I am insured?

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

## How your policy works

This Policy shows the Sections of Cover, 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. registration number 306045, registered office 14 Clyde Road, Ballsbridge, Dublin 4, IRELAND

## 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.

## Data Protection Act 1998

It is understood by you that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## 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.

Please contact your Agent or Worldwide 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** – These additional persons other than the policyholder, named on the Insurance Certificate and/or Car Rental Agreement, covered under the policy.

**Automobile/Vehicle/Car** – A land motor vehicle, designed and licensed for travel on public roads.  
**Car Rental Agreement** - the contract provided by a Rental Agency in respect of the provision of a Rental Vehicle that is signed by the lead named driver.

**Geographical Limits** – North America and Canada.

**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.

**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. In respect of Annual policies, the maximum period any one rental must not exceed 31 days. In respect of daily-rated policies, the maximum period any one rental is 180 days.

**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. registration number 306045, registered office 14 Clyde Road, Ballsbridge, Dublin 4, IRELAND

## Complaints & Customer service

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 the Customer Services Department at Voyager Insurance Services Ltd, 13-21, High Street, Guildford, Surrey GU1 3DG Telephone 01483 562662 Fax 01483 569676.

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.

## Cancellation Rights

We hope you are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with your requirements, please return it to the issuing agent, within 14 days of receipt and we will refund your premium providing you have not commenced your trip or made or are intending to make a claim..

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to you at your last known address. Provided the premium has been paid in full, you shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. In addition, we reserve the right to deduct from the rebate of premium the reasonable costs incurred in processing the original sale and cancellation.

# Insurance details

## 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 for the Worldwide Travel Insurance Services Ltd Insurance and does not apply to any other travel insurance scheme.

## SECTION 1 - SUPPLEMENTAL LIABILITY INSURANCE (SLI)

### 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 2 (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.

**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. DEFENCE, SETTLEMENT, SUPPLEMENTARY PAYMENTS:

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

- 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;
- 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;

- 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;
- pay expenses incurred by the named insured for such immediate medical and surgical relief to others as shall by imperative at the time of the accident; and 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 any 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:

- to any automobile owned by the named insured or other designated operator;
- to any automobile while used in a business or occupation of such named insured, operated by such named insured;
- 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
- 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:
- 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
  - a hit-and-run automobile but only with respect to bodily injury and property damage caused thereby.

The term "Uninsured Automobile" shall not include:

- an insured automobile;
- 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;
- an automobile which is owned by any government unit or agency;
- land motor vehicle or trailer if operated on rails or crawlertreads or while located for use at a residence or premises and not as a vehicle; or
- a farm-type tractor or equipment designed for use principally off public roads, except while actually on public roads.

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:

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

### 6. 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 or property damage liability is less than the limit of liability for this coverage.

### 7. 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.

### 8. PURPOSE OF USE:

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

### 9. 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 the 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 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 and when validated by the Issuing Agent.

# Insurance details

## EXCLUSIONS

### SECTION 1 – Supplemental Liability Insurance (SLI)

#### 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, acts of foreign enemy, hostilities or war-like 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.

## SECTIONS 1 & 2 – SLI & LDW

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) 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 end of the Car Rental Agreement;
- (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 (applicable to Section 2 only);
- (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 Strategic Claims Management Ltd (the appointed Assistance Company) that the vehicle is covered by this Insurance;
- (15) the rental of certain vehicles namely, trailers or caravans, trucks, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles 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 Insurance (SLI)

#### 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 which is available to an insured under the owner's or operators insurance.

#### Coverage 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 more 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 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 and C:

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 –

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.

# Insurance details

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of the 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 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 the 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.

# General exclusions and conditions

## ASSIGNMENT, ENDORSEMENT, EXTENSION AND CANCELLATION:

This policy is non-assignable, non-endorseable, non-extendible and non-cancellable.

**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 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 motorists 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 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 proceedings 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 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 original car rental station following 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 the 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 Strategic Claims Management Limited for the reimbursement to be approved. Failure to follow these steps may void this cover.

## WARRANTY

Cover is provided for the rental of 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 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.

**Meeting Your Demands & Needs**

This product meets the demands & needs of those Insured persons who rent a vehicle outside of their home country within the European Union and who have purchased the policy. You have not received any personal recommendations from Worldwide Travel Insurance Services Ltd.

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.

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**SUMMARY OF COVER****INSURERS**

This Car Rental Insurance is underwritten by White Horse Insurance Ireland Ltd.

**POLICY DURATIONS**

A policy provides cover for the duration of the Car Rental Agreement, not exceeding 180 days any one Rental Agreement, reduced to 31 days any one Rental Agreement under the Annual option. The insurance must be issued no later than 31<sup>st</sup> October 2010 and all travel must be completed prior to 31<sup>st</sup> October 2011.

**WHO CAN BE COVERED**

Policies can be arranged by the lead name driver as shown on the Car Rental Agreement and include any of the other persons named on the agreement, subject to a minimum age of 21 and a maximum age of 74. All persons insured to be named on the certificate.

The following is only a summary of the main policy benefits and the terms and conditions. For full details of all the terms and conditions that apply you should read the Policy wording a copy of which will be provided at any time on request. On receipt of your Policy 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 (SLI)**

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 (LDW)**

The Insurers shall indemnify the Insured Person(s), providing the appropriate premium has been paid, for losses incurred up to US\$50,000 or the value of claim, whichever the lesser, as a result of damage, fire, vandalism, theft or loss of use of the rental vehicle during the period of hire 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 £15 per day if the car rental is cancelled or cut short on the advice of a physician and in consultation with AXA Assistance Claims Centre 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 £200.

**DROP OFF CHARGES**

In the event of there being no named Insured Person(s) on the proposal form / rental contract available to return the rental car to the originating car rental station, following an accident / illness for which hospitalisation takes place, this Certificate will indemnify the Insured up to but not exceeding £200 to pay for drop off charges incurred through the car rental station. AXA Assistance Claims Centre Ltd must be informed immediately of this situation. All negotiations to be left to AXA Assistance Claims Centre Ltd and the vehicle rental station. One way rentals excluded.

**“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 £40 (or equivalent). Our policy is one of the very few to cover this cost.

## MAIN EXCLUSIONS APPLICABLE TO BOTH SECTIONS

1. Loss arising from operation of the vehicle in violation of the terms of the Rental Agreement.
2. The rental of "Expensive or Exotic" vehicle, 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.
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. The following additional exclusions will also apply, War, Persons not permitted to drive under the rental agreement, expenses paid or waived by the rental agreement, punitive and exemplary damages exclusion, fraudulent statements exclusion, intentional act.
5. The Insured Person(s) must be between the ages of 21 – 74 to be eligible for the Insurance.
6. Claims or incidents which may give rise to a claim not notified direct in writing to the Claims Office within 31 days of the end of the Car Rental Agreement.

### Claims

Should you wish to claim under your Car Rental Insurance you should call the Claims Helpline on + 44 (0)845 458 9677 as soon as possible and in any event no later than 31 days after the end of the Car Rental Agreement. You must give us any information or help that we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the Policy Terms & Conditions wording.

### Complaints

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 the Customer Services Department at Voyager Insurance Services Ltd, 13-21, High Street, Guildford, Surrey GU1 3DG Telephone 01483 562662 Fax 01483 569676.

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**

If you make a complaint, your right to legal action against us is not affected.

### Compensation

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.

### 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.

<b>Underwriting Agent Strategic Insurance Services Ltd</b>	<b>Car Rental Insurance Company</b>	<b>Issuing agent Worldwide Travel Insurance Services Ltd</b>
Strategic Insurance Services Ltd 46-48 East Smithfield London E1W 1AW	Managing Director White Horse Insurance Ireland Ltd 14, Clyde Road Ballsbridge Dublin 4 Ireland	Managing Director Worldwide Travel Insurance Service Ltd. 1-7, Commercial Street, Paddock Wood Kent TN12 6YT

### Other Important Information

The law and language applicable to the policy:

1. Both you and we can choose the law that will apply to this policy. The policy is governed by the law that applies to the part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live.
2. The language used in this policy and any communications relating to it will be English.

Disclosure Statement:

Issuing Agents: Worldwide Travel Insurance Services Ltd.

Underwriting Agent: Strategic Insurance Services Ltd (on behalf of White Horse Insurance Ireland Ltd.)