

Excess Reimbursement Insurance Policy Terms and Conditions – 2009/10

Valid for issue no later than 31st December 2010 in respect of travel completed no later than 31st December 2011

Master Certificate Number P02064/09/00

MEETING YOUR DEMANDS AND NEEDS

This product meets the demands and needs of those customers who rent a vehicle outside of their usual country of residence (unless they have paid the appropriate additional premium for the Home Country extension) and wish to insure against the cost of an excess in the event that the vehicle is damaged.

Further details of the benefits can be found in the Policy Terms and Conditions as detailed below.

Your right to cancel the insurance

Upon receipt of this certificate and policy wording, you have 14 days to decide if you wish to cancel the policy and obtain a refund of premium, provided you have not already hired a car.

INSURERS

This Insurance is underwritten by White Horse Insurance Ireland Limited, 14, Clyde Road, Ballsbridge, Dublin 4.

EXCESS REIMBURSEMENT INSURANCE – POLICY COVERAGE

In consideration of the payment of the appropriate premium, the Insurers shall reimburse the Insured Person in respect of the Excess that he is obliged to pay, up to the maximum of £2,000 (or equivalent in local currency) each and every claim per Rental Vehicle and £3,000 per Rental Agreement in total.

DEFINITIONS

Listed below are certain words that appear throughout the policy. In all cases they will have the meanings shown below.

Insured Person means the lead named driver (who must be named on the insurance certificate as issued) and any of the persons specified in the Car Rental Agreement, subject to a minimum age of 21 and a maximum age of 74 at the date the rental starts.

Insurers means White Horse Insurance Ireland Limited.

Rental Vehicle means any one single automobile rented outside the usual country of residence of the Insured Person (unless the Home Country extension has been paid for) under a contract from a Rental Agency, which must be fully licensed.

Rental Agency means a commercial operation in business to rent out vehicles that is fully licensed, where applicable, by the regulatory authority of that Country, State or local authority.

Car Rental Agreement means the contract provided by a Rental Agency in respect of the provision of a Rental Vehicle that is signed by the lead named driver and that states the excess for which the lead named driver is responsible.

Excess means the amount for which the Insured Person is held responsible under the terms of the Car Rental Agreement as a result of the loss of or damage to the Rental Vehicle, including fire, vandalism, theft and loss of use.

PERIOD OF INSURANCE

Cover will take effect from the time the Insured Person takes legal control of the Rental Vehicle and will cease at the time the Rental Agency assumes control of the rental vehicle whether at its business location or elsewhere. Cover shall be subject to a maximum period of 180 days in respect of any one Car Rental Agreement, reduced to 31 days under the Annual option.

GEOGRAPHICAL LIMITS (applicable as shown in your Certificate):

Area 1 - Europe - covers all countries in the continent of Europe to the West of the Ural Mountains, islands in the Mediterranean, Morocco, Tunisia, Turkey, and Canary Islands, Madeira and the Azores but excluding rentals in the Insured Person's usual country of residence.

Area 2 - Worldwide – covers all countries in the world but excluding rentals in the Insured Person's usual country of residence.

Area 3 – Europe or Worldwide with Home Country extension – covers rentals in the Insured Person's usual country of residence provided that the appropriate additional premium has been paid.

CONDITIONS APPLICABLE:

- 1: The due observance and fulfilment of all the terms and conditions of this insurance by the Insured Person or anyone acting on their behalf in so far as they relate to anything to be done or complied with by the Insured Person or anyone acting on their behalf shall be a condition precedent to any liability of the Insurers to make payment under this Certificate.
- 2: Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the Claims Handling Office in writing without delay and in any event within 31 days of the end of the Rental Agreement. All Certificates, information and evidence required by the Claims Handling Office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3: Except with the written consent of the Insurers, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The Insurer shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in the name of the Insured Person.
- 4: The Insurers may at their own expense take proceedings in the name of the Insured Person to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to the Insurers and the Insured Person shall render all reasonable assistance to the Insurers.
- 5: All claims hereunder shall be governed by the laws of England & Wales whose courts alone shall have jurisdiction in any dispute arising under this insurance.
- 6: All insured drivers must hold a valid driving licence, or hold a full internationally recognised licence.
- 7: No refund of premium will be allowed after the rental has begun.

EXCLUSIONS:

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

- 1: Persons who have not paid in full the appropriate premium.
- 2: A Rental Vehicle that is hired within the usual country of residence of the Insured Person, unless the appropriate additional premium has been paid for the Home Country extension.
- 3: Wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) self-exposure or needless peril (except in an attempt to save human life).
- 4: Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 5: Loss or damage directly or indirectly occasioned by happening through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 6: Losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
- 7: Claims or incidents that may give rise to a claim not notified directly in writing to the Claims Handling Office within 31 days of the end of the Car Rental Agreement.
- 8: Any fraudulent, dishonest or criminal act committed by the Insured Person or any other person with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 9: Operation of the vehicle in violation of the terms of the Rental Agreement.
- 10: Losses occurring from driving whilst not on a public highway, except when travelling to and from accommodation that is only accessible by unmade road and, in these circumstances, due care and attention must be exercised to minimise risk of any damage to the Rental Vehicle.
- 11: Expenses assumed, waived or paid by the Rental Agency or its own Insurers.
- 12: Automobiles, or other vehicles, which are not Rental Vehicles rented from a licensed rental agency.
- 13: Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
- 14: Transporting contraband or illegal trade.
- 15: Driving by persons who are not named on the Rental Agreement.
- 16: The rental of "Expensive or Exotic" vehicles, namely vehicles with a Retail Purchase Price in excess of \$50,000 and "Antique" vehicles which are over 20 years old or which have not been manufactured for 10 years or more.
- 17: The rental of certain vehicles namely, motor homes, trailers or caravans, vans, trucks, non-passenger carrying vehicles, vehicles that carry more than 9 people including the driver, motorcycles, mopeds, motorbikes, off-road vehicles and recreational vehicles.
- 18: Expenses reimbursed by the Insured Person's Employers' Insurer.
- 19: Driving by persons aged under 21 years and over 74 years of age.

CLAIMS NOTIFICATION TO THE CLAIMS HANDLING OFFICE:

In the event of loss please contact AXA Assistance Claims Centre Ltd - Telephone 0845 458 9677 - (within 31 days of the end of the Rental Agreement) to notify loss and request a claim form to be sent to you by email, fax or post.

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

AXA Assistance Claims Centre Ltd

PO Box 50498

London SW20 8UU

Phone: 0845 458 9677

Email: car.rental@axa-assistance-claims.com

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, 10-13 Lovat Lane, London, EC3R 8DN

If they are unable to settle your complaint satisfactorily then you have the right to refer the matter to the Irish Financial Services Ombudsman Bureau. Full contact details will be provided to you. Your legal rights are not affected by following this procedure.

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 90% of the claim. You can get more information about compensation scheme arrangements from the FSCS.

Strategic Insurance Services Ltd, Voyager Insurance Services Ltd and Worldwide Travel Insurance Services Ltd are authorised and regulated by the Financial Services Authority. White Horse Insurance Ireland Ltd are authorised and regulated by the Irish Financial Regulator.

Disclosure Statement

Issuing Agents – Worldwide Travel Insurance Services Ltd, 1-7, Commercial Road, Paddock Wood, Kent TN12 6YT, on behalf of Strategic Insurance Services Ltd and White Horse Insurance Ireland Limited.