

Car Hire Insurance

This product is provided by Strategic Insurance Services Limited and underwritten by White Horse Insurance Ireland Ltd









travel insurance • airport parking • airport hotels • car hire

Gold Policy

Introduction

The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.

Essential Travel Limited

Is authorised and regulated by the Financial Services Authority (firm reference number 300175) for the sale and administration of general insurance products in the United Kingdom

Insurer

This policy is Underwritten by White Horse Insurance Ireland Limited through a facility operated and managed by Strategic Insurance Services Limited an insurance intermediary authorised and regulated by the Financial Services Authority (Firm Reference Number 307133).

White Horse Insurance Ireland Limited is regulated in the Republic of Ireland by the Irish Financial Services Regulatory Authority.

White Horse Insurance Ireland Limited
14 Clyde Road Ballsbridge Dublin 4 Republic of Ireland

Who is eligible to purchase car hire insurance?

Any person:-

- 1. Aged between 21 and 84
- 2. Holding a valid or internationally recognised driving licence
- 3. Eligible to rent and drive the vehicle and able to adhere to the terms of the car hire agreement

What makes up this policy?

This policy and the certificate of insurance must be read together as they form your insurance contract.

What are you covered for?

This insurance is designed to cover you for loss or damage to any vehicle that you rent under a car rental agreement that occurs during the period of insurance. This includes Supplementary Liability Insurance (SLI) where the cover provided in the local territory is inadequate. SLI covers losses arising from you causing damage to another person's property or bodily injury to another person.

Monetary limits

We can insure you up to the amount of the sum insured or other specified limit, which will be shown in this policy.

Cooling off period

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.

Jurisdiction and law

This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Helpline

White Horse Administration Services Ltd will provide help where required. They provide a service Mon- Fri 9 – 5 GMT.

You can contact them on:-

United Kingdom Tel: +44 (0)871 664 7995

Email: queries@white-horse.ie

When you contact White Horse Administration Services Ltd, you will need to say that you are insured with White Horse Insurance Ireland Ltd and give the following information:-

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

Claims Notification

In the event of loss please contact White Horse Administration Services Ltd within 31 days of incurred loss to notify loss and request a claim form to be sent to you by email, fax or post. Alternatively, a claim form can be downloaded from our website. Please fully complete, sign and date the claim form and return it with all supporting documentation:-

- 1. Copy of your Certificate of Insurance
- 2. Copy of Rental Contract
- 3. A copy of your Charge Receipt (if separate from the Rental Agreement)
- A copy of the Law Enforcement / Police Report (if applicable) for Damage / Loss over \$50.00
- 5. Renter's copy of the Vehicle Rental Company accident damage report
- Invoices / Receipts / other documents confirming the amount you have paid in respect of Accident /Damage / Loss etc. for which the Vehicle Rental Company holds you responsible
- 7. Copy of your credit card statement showing payment of the damages claimed
- 8. Copy of the driving licence of the person involved in the accident (the driver)
- Name and address of your bank together with the sort code and account details. This
 will facilitate payment, as the insurance company prefers to make the payment directly to
 your bank.

White Horse Administration Services Ltd

PO Box 5633 Walsall WS6 9BB

Phone: +44(0)871 664 7995 Email: queries@white-horse.ie

Failure to provide this information may result in your claim being delayed. 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 /her or his/her representative.

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 any of the following regardless of any other cause or event contributing concurrently or in any other consequence 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;
- 2. Or 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, cost or expense 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.

General exclusions that apply to the whole policy

- 1. Persons who have not paid in full the appropriate or additional premium.
- 2. Wilfully self-inflicted injuries or illnesses, 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).
- 3. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 4. 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.
- 5. 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.
- 6. Claims or incidents that may give rise to a claim not notified directly in writing to White Horse Administration Services Ltd within 31 days of the expiry of the Insurance.
- 7. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 8. Loss arising from 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. Transporting contraband or illegal trade.
- 13. Driving by persons who are not named on the Rental Agreement.
- 14. The rental of "Expensive or Exotic" vehicles not considered to be a conventional and usual rental vehicle, and "Antique" vehicles, which are over 20 years old or which have not been manufactured for 10 years or more. Any vehicle with a Retail Purchase Price in excess of US\$ 80,000 will not be insured unless specifically agreed by the underwriters (minimum of 4 working days) prior to rental.
- 15. The rental of certain vehicles, namely: motor homes, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
- 16. Expenses reimbursed by the Insured Person's Employers' Insurer.
- 17. No coverage provided for those aged less than 21 years and over 84 years of age.
- 18. Losses occurring from driving whilst not on a public highway.
- 19. Coverage must coincide with the rental agreement; coverage will be voided if the coverage either for the insurance policy or the rental agreement does not coincide. No policy can be issued retroactively.
- 20. Car rentals within 150 kilometres of your main residence in your home country.

General conditions in addition to those shown elsewhere in this policy

- 1. The due observance and fulfilment of all the terms and conditions of this insurance by you or anyone acting on your behalf.
- 2. Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the claims office in writing within 31 days. All certificates, information and evidence required by the claims office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3. Except with our written consent, you or your representative(s) are not entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
- 4. We may at our own expense take proceedings in your name to recover compensation from any third party in respect of any indemnity provided under this Insurance and any amounts recovered shall belong us. You agree to render all reasonable assistance to us to recover such amounts.
- 5. No **car rental agreement** longer than 31 continuous days for Annual Policies and no car rental agreement longer than 180 continuous days for Daily Policies;

Warranty

This insurance is provided for one **rental vehicle** at any one time, which may be driven and operated by **you**. Cover will take effect from the time **you** take legal control of the **rental vehicle** and will cease at the time the **car rental company** assumes control of the **rental vehicle** whether at its business location or elsewhere.

This policy must have been purchased prior to the commencement of a **car rental agreement** for which you wish this policy to be operative.

Definitions applying to Sections 1 & 2

- "Car Rental Company" means a company licensed in the territory in which it is situated to provide vehicles for rental.
- "Car Rental Agreement" means the contract signed by the Lead named driver (who must be the name on the Insurance Certificate as issued) that states the excess to which the lead named driver is responsible, who must also be the Policyholder.
- **"Europe"** means all countries West of the Ural Mountains, British Isles, Ireland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland and the Azores, except rentals within 150 kilometres of your home in your usual country of residence.
- "Rental Vehicle" means any automobile rented under a contract on a daily or weekly basis from such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local authority.
- "Trip" means any rental Vehicle, which is collected and rented from a Licensed Rental Company or Agency.
- "UK" means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
- "You, your" means the person(s) named on the car rental agreement and included on the certificate of insurance as named drivers and which attaches to this policy. The lead person on the certificate of insurance must also be the lead person named on the car rental agreement.
- "We, us, our" means The Insurer of the insurance policy.
- "Worldwide Including USA/Canada" means any country subject to point 19 of the general exclusions.

Complaints Procedure

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact in the first instance, your agent or the Issuing Agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to:

The Customer Services Manager Essential Travel Ltd 21 Ganton Street London W1F 9BN

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily. If you are still not satisfied with the way in which your enquiry/complaint has been dealt with, then you should contact:

The Chief Executive Officer Strategic Insurance Services Ltd 10-13 Lovat Lane London EC3R 8DN. Strategic Insurance Services Ltd is authorised and regulated by the Financial Services Authority (FSA). Making a complaint will not affect your rights in law.

If you remain dissatisfied with the outcome of your complaint you can refer your complaint to:-

The Financial Ombudsman's Service South Quay Plaza 183 Marsh Wall London F14 9SR

Or if the complaint is directly in relation to the Insurer:-

Financial Services Ombudsman Bureau 3rd Floor, Lincoln House Lincoln Place Dublin2 Ireland

Compensation Scheme

The Financial Services Compensation Scheme covers all parties to this policy. You may be entitled to compensation from the scheme if anyone cannot meet it's obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Section 1 – Supplementary Liability (SLI)

1.1 What you are covered for

a) Excess Liability

We agree to indemnify you for all sums which you shall become legally obligated to pay as damages, in accordance with the laws of the jurisdiction in which the claim and/or suit is brought because of bodily injury, including death, at any time resulting there from sustained by any person or property damage caused by accident and arising out of the use of any automobile leased or rented by you. 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.

Limit of Indemnity is \$1,000,000 in excess of the mandatory local limit required by law or the limit provided by the car rental company whichever is the higher.

b) Uninsured Motorist/Hit and Run

To pay all sums which you or your 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 you, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile.

Limit of Indemnity is \$100,000 any single incident and total.

c) Inadequately Insured Motorists Compensation

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.

Limit of Indemnity is \$100,000 any single incident and total.

1.2 Defence, Settlement and Supplementary payments

As respects the insurance afforded by the other terms of this policy under Section 1, we shall:

- (a) Defend in your name and on your behalf any suit against you alleging such injury or destruction and seeking damages on account therefore, even if such suit is groundless, false or fraudulent; but the we 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 us, all costs taxed against you in any such suit and interest accruing after entry of judgment until we have paid, tendered or deposited in court such part of such judgment as does not exceed the limit of our liability;
- (d) Pay expenses incurred by you for such immediate medical and surgical relief to others as shall be imperative at the time of the accident; and reimburse you for all reasonable expenses, other than loss of earnings, incurred at our request.

We shall not be obliged under this policy to pay the cost of bonds or expenses of investigation, settlement or defence arising out of any criminal action against you. The amounts incurred under this policy, except settlements of claims or suits, are payable by the us in addition to the applicable limit of liability, but are proportionate to our total liability under this policy.

1.3 Definitions for Section 1

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 Coverage's 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 to or 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 us of the automobile in the business of such employer.

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.

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 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 organization 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 there under; or
- (b) A hit-and-run automobile but, only with respect to bodily injury and property damage caused thereby.

But excludes:

- (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 crawler treads 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 upon public roads.

Hit-and-Run automobile:

Means an automobile, which causes bodily injury or property damage to 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/her 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 have 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.

Occupying:

Means in, or upon, or entering into, or alighting from.

Underinsured Automobile:

Means an automobile with respect to the ownership maintenance or use to which a bodily injury and 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.

Purpose of use:

- 1. Pleasure and Business is defined as personal, pleasure, family and business use.
- 2. Commercial travelling shall mean business use to obtain orders for products or services without prior arrangement of an appointment.

1.4 Exclusions for Section 1

- 1. Applying to all cover under Section1.
 - a. While the automobile is used as a public or livery conveyance;
 - To any accident or to any loss directly or indirectly arising from or occasioned by or in consequence of war, invasion, act of foreign enemies, 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 1.1a

- 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 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 1.1b and 1.1c

- 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 therefore;
- 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

What you are covered for

This Section covers You for any physical loss or damage to the Rental Vehicle for which you are responsible for under the terms of the Car Rental Agreement. You are covered for physical damage (including damage to windscreens, tyres and the under body), fire, theft, vandalism related thereto or loss of use of the Rental Vehicle.

Sum Insured

Loss Damage Waiver covers the sum insured of \$80,000 any single incident and in total from a series of incidents during any one rental agreement.

Enhancements

Restitution of Holiday

This Insurance will provide a benefit of $\mathfrak{L}15$ a day if the car rental is cancelled or cut short on the advice of a 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 rental may be requested by White Horse Administration Services Ltd. Total indemnity in respect of Restitution of Holiday shall be $\mathfrak{L}200$.

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 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 $\mathfrak{L}40$ to open the car, without causing any further damage to the said rented car) will be reimbursed. The rental company must approve the locksmith prior to a locksmith being called out. All receipts are to be retained and presented by the named insured to White Horse Administration Services Ltd for the reimbursement to be approved. Failure to follow these steps may void this cover.

Where you are covered

Dependant upon the premium you have paid, you will be covered throughout Worldwide including USA & Canada but in either case coverage does extend to Car Rentals in the country where your main residence is, providing the Car Rentals are more than 150kms away from your main residence.

Period of Cover

Dependent upon the premium you have paid you will either have purchased an Annual Multi-Trip Policy with a maximum period of cover of upto 31 continuous days anyone rental OR a Single Trip Policy which will cover you for a single Car Rental of upto 180 continuous days.

Silver Policy

Introduction

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14 Clyde Road Ballsbridge Dublin 4 Republic of Ireland

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Any person:-

- 1. Aged between 21 and 84
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- 3. Eligible to rent and drive the vehicle and able to adhere to the terms of the car hire agreement

What makes up this policy?

This policy and the certificate of insurance must be read together as they form your insurance contract.

What are you covered for?

This insurance is designed to cover you for loss or damage to any vehicle that you rent including the country that you live in (excluding those within 150kms from your home), under a car rental agreement that occurs during the period of insurance.

Monetary limits

We can insure you up to the amount of the sum insured or other specified limit, which will be shown in this policy.

Cooling off period

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.

Jurisdiction and law

This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Helpline

White Horse Administration Services Ltd will provide help where required. They provide a service Mon- Fri 9 – 5 GMT.

You can contact them on:-

United Kingdom Tel: +44 (0)871 664 7995

Email: queries@white-horse.ie

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

Claims Notification

In the event of loss please contact White Horse Administration Services Ltd within 31 days of incurred loss to notify loss and request a claim form to be sent to you by email, fax or post. Alternatively, a claim form can be downloaded from our website. Please fully complete, sign and date the claim form and return it with all supporting documentation:-

- 1. Copy of your Certificate of Insurance
- 2. Copy of Rental Contract
- 3. A copy of your Charge Receipt (if separate from the Rental Agreement)
- A copy of the Law Enforcement / Police Report (if applicable) for Damage / Loss over \$50.00
- 5. Renter's copy of the Vehicle Rental Company accident damage report
- Invoices / Receipts / other documents confirming the amount you have paid in respect of Accident /Damage / Loss etc. for which the Vehicle Rental Company holds you responsible
- 7. Copy of your credit card statement showing payment of the damages claimed
- 8. Copy of the driving licence of the person involved in the accident (the driver)
- 9. Name and address of your bank together with the sort code and account details. This will facilitate payment, as the insurance company prefers to make the payment directly to your bank.

White Horse Administration Services Ltd

PO Box 5633 Walsall WS6 9BB

Phone: +44 (0)871 664 7995 Email: queries@white-horse.ie

Failure to provide this information may result in your claim being delayed. 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 /her or his/her representative.

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 any of the following regardless of any other cause or event contributing concurrently or in any other consequence 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;
- 2. Or 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, cost or expense 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.

General exclusions that apply to the whole policy

- 1. Persons who have not paid in full the appropriate or additional premium.
- 2. Wilfully self-inflicted injuries or illnesses, 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).
- 3. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 4. 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.
- 5. 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.
- 6. Claims or incidents that may give rise to a claim not notified directly in writing to White Horse Administration Services Ltd within 31 days of the expiry of the Insurance.
- 7. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 8. Loss arising from 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. Transporting contraband or illegal trade.
- 13. Driving by persons who are not named on the Rental Agreement.
- 14. The rental of "Expensive or Exotic" vehicles not considered to be a conventional and usual rental vehicle, and "Antique" vehicles, which are over 20 years old or which have not been manufactured for 10 years or more. Any vehicle with a Retail Purchase Price in excess of US\$ 80,000 will not be insured unless specifically agreed by the underwriters (minimum of 4 working days) prior to rental.
- 15. The rental of certain vehicles, namely: motor homes, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
- 16. Expenses reimbursed by the Insured Person's Employers' Insurer.
- 17. No coverage provided for those aged less than 21 years and over 84 years of age.
- 18. Losses occurring from driving whilst not on a public highway.
- 19. Coverage must coincide with the rental agreement; coverage will be voided if the coverage either for the insurance policy or the rental agreement does not coincide. No policy can be issued retroactively.
- 20. Car rentals within 150 kilometres of your main residence in your home country.

General conditions in addition to those shown elsewhere in this policy

- 1. The due observance and fulfilment of all the terms and conditions of this insurance by you or anyone acting on your behalf.
- 2. Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the claims office in writing within 31 days. All certificates, information and evidence required by the claims office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3. Except with our written consent, you or your representative(s) are not entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
- 4. We may at our own expense take proceedings in your name to recover compensation from any third party in respect of any indemnity provided under this Insurance and any amounts recovered shall belong us. You agree to render all reasonable assistance to us to recover such amounts.
- 5. No **car rental agreement** longer than 31 continuous days for Annual Policies and no car rental agreement longer than 180 continuous days for Daily Policies;

Warranty

This insurance is provided for one **rental vehicle** at any one time, which may be driven and operated by **you**. Cover will take effect from the time **you** take legal control of the **rental vehicle** and will cease at the time the **car rental company** assumes control of the **rental vehicle** whether at its business location or elsewhere.

This policy must have been purchased prior to the commencement of a **car rental agreement** for which you wish this policy to be operative.

Definitions

- "Car Rental Company" means a company licensed in the territory in which it is situated to provide vehicles for rental.
- "Car Rental Agreement" means the contract signed by the Lead named driver (who must be the name on the Insurance Certificate as issued) that states the excess to which the lead named driver is responsible, who must also be the Policyholder.
- **"Europe"** means all countries West of the Ural Mountains, British Isles, Ireland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland and the Azores, except rentals within 150 kilometres of your home in your usual country of residence.
- "Rental Vehicle" means any automobile rented under a contract on a daily or weekly basis from such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local authority.
- "Trip" means any rental Vehicle, which is collected and rented from a Licensed Rental Company or Agency.
- "UK" means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
- **"You, your"** means the person(s) named on the car rental agreement and included on the certificate of insurance as named drivers and which attaches to this policy. The lead person on the certificate of insurance must also be the lead person named on the car rental agreement.
- "We, us, our" means The Insurer of the insurance policy.
- "Worldwide Including USA/Canada" means any country subject to point 19 of the general exclusions.

Complaints Procedure

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact in the first instance, your agent or the Issuing Agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to:

The Customer Services Manager Essential Travel Ltd 21 Ganton Street London W1F 9BN

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily. If you are still not satisfied with the way in which your enquiry/complaint has been dealt with, then you should contact:

The Chief Executive Officer Strategic Insurance Services Ltd 10-13 Lovat Lane London EC3R 8DN. Strategic Insurance Services Ltd is authorised and regulated by the Financial Services Authority (FSA). Making a complaint will not affect your rights in law.

If you remain dissatisfied with the outcome of your complaint you can refer your complaint to:-

The Financial Ombudsman's Service South Quay Plaza 183 Marsh Wall London F14 9SR

Or if the complaint is directly in relation to the Insurer:-

Financial Services Ombudsman Bureau 3rd Floor, Lincoln House Lincoln Place Dublin2 Ireland

Compensation Scheme

The Financial Services Compensation Scheme covers all parties to this policy. You may be entitled to compensation from the scheme if anyone cannot meet it's obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Section 1 Excess Reimbursement

What you are covered for

This Section covers You for any physical loss or damage to the Rental Vehicle for which you are responsible for under the terms of the Car Rental Agreement. You are covered for physical damage (including damage to windscreens, tyres and the under body), fire, theft, vandalism or loss of use of the Rental Vehicle.

Where you are covered

Dependant upon the premium you have paid, you will be covered for Car Rentals in either a) Europe or b) Worldwide including USA & Canada but in either case coverage does extends to Car Rentals in the country where your main residence is, providing the Car Rentals are more than 150kms away from your main residence.

Period of Cover

Dependent upon the premium you have paid you will either have purchased an Annual Multi-Trip Policy with a maximum period of cover of upto 31 continuous days anyone rental OR a Single Trip Policy which will cover you for a single Car Rental of upto 180 continuous days.

Sum Insured

If you purchase this Silver cover the sum insured is £2,000 any single incident or £3,000 for a series of incidents during any single car rental agreement.

CAR HIRE INSURANCE Bronze Policy

Introduction

The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.

Essential Travel Limited

Is authorised and regulated by the Financial Services Authority (firm reference number 300175) for the sale and administration of general insurance products in the United Kingdom

Insurer

This policy is Underwritten by White Horse Insurance Ireland Limited through a facility operated and managed by Strategic Insurance Services Limited (master policy number SISCR 07-09-129) an insurance intermediary authorised and regulated by the Financial Services Authority (Firm Reference Number 307133).

White Horse Insurance Ireland Limited is regulated in the Republic of Ireland by the Irish Financial Services Regulatory Authority.

White Horse Insurance Ireland Limited

14 Clyde Road Ballsbridge Dublin 4 Republic of Ireland

Who is eligible to purchase car hire insurance?

Any person:-

- 1. Aged between 21 and 84
- 2. Holding a valid or internationally recognised driving licence
- 3. Eligible to rent and drive the vehicle and able to adhere to the terms of the car hire agreement

What makes up this policy?

This policy and the certificate of insurance must be read together as they form your insurance contract.

What are you covered for?

This insurance is designed to cover you for loss or damage to any vehicle that you rent outside the country that you live in, under a car rental agreement that occurs during the period of insurance.

Monetary limits

We can insure you up to the amount of the sum insured or other specified limit, which will be shown in this policy.

Cooling off period

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.

Jurisdiction and law

This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Helpline

White Horse Administration Services Ltd will provide help where required. They provide a service Mon- Fri 9 – 5 GMT.

You can contact them on:-

United Kingdom Tel: +44 (0)871 664 7995

Email: queries@white-horse.ie

When you contact White Horse Administration Services Ltd, you will need to say that you are insured with White Horse Insurance Ireland Ltd and give the following information:-

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

Claims Notification

In the event of loss please contact White Horse Administration Services Ltd within 31 days of incurred loss to notify loss and request a claim form to be sent to you by email, fax or post. Alternatively, a claim form can be downloaded from our website. Please fully complete, sign and date the claim form and return it with all supporting documentation:-

- 1. Copy of your Certificate of Insurance
- 2. Copy of Rental Contract
- 3. A copy of your Charge Receipt (if separate from the Rental Agreement)
- 4. A copy of the Law Enforcement / Police Report (if applicable) for Damage / Loss over £50.00
- 5. Renter's copy of the Vehicle Rental Company accident damage report
- 6. Invoices / Receipts / other documents confirming the amount you have paid in respect of Accident /Damage / Loss etc. for which the Vehicle Rental Company holds you responsible
- 7. Copy of your credit card statement showing payment of the damages claimed
- 8. Copy of the driving licence of the person involved in the accident (the driver)
- Name and address of your bank together with the sort code and account details.
 This will facilitate payment, as the insurance company prefers to make the payment directly to your bank.

White Horse Administration Services Ltd

PO Box 5633 Walsall WS6 9BB

Phone: +44(0)871 664 7995 Email: queries@white-horse.ie

Failure to provide this information may result in your claim being delayed. 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 /her or his/her representative.

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 any of the following regardless of any other cause or event contributing concurrently or in any other consequence 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;
- 2. Or 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, cost or expense 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.

General exclusions that apply to the whole policy

- 1. Persons who have not paid in full the appropriate or additional premium.
- 2. Wilfully self-inflicted injuries or illnesses, 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).
- 3. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- 4. 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.
- 5. 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.
- 6. Claims or incidents that may give rise to a claim not notified directly in writing to White Horse Administration Services Ltd within 31 days of the expiry of the Insurance.
- 7. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
- 8. Loss arising from 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. Transporting contraband or illegal trade.
- 13. Driving by persons who are not named on the Rental Agreement.
- 14. The rental of "Expensive or Exotic" vehicles not considered to be a conventional and usual rental vehicle, and "Antique" vehicles, which are over 20 years old or which have not been manufactured for 10 years or more. Any vehicle with a Retail Purchase Price in excess of US\$ 80,000 will not be insured unless specifically agreed by the underwriters (minimum of 4 working days) prior to rental.
- 15. The rental of certain vehicles, namely: motor homes, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
- 16. Expenses reimbursed by the Insured Person's Employers' Insurer.
- 17. No coverage provided for those aged less than 21 years and over 84 years of age.
- 18. Losses occurring from driving whilst not on a public highway.
- 19. Coverage must coincide with the rental agreement; coverage will be voided if the coverage either for the insurance policy or the rental agreement does not coincide. No policy can be issued retroactively.
- 20. Car rentals in the country of your main residence.

General conditions in addition to those shown elsewhere in this policy

- 1. The due observance and fulfilment of all the terms and conditions of this insurance by you or anyone acting on your behalf.
- 2. Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the claims office in writing within 31 days. All certificates, information and evidence required by the claims office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3. Except with our written consent, you or your representative(s) are not entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
- 4. We may at our own expense take proceedings in your name to recover compensation from any third party in respect of any indemnity provided under this Insurance and any amounts recovered shall belong us. You agree to render all reasonable assistance to us to recover such amounts.
- 5. No **car rental agreement** longer than 31 continuous days for Annual Policies and no car rental agreement longer than 180 continuous days for Daily Policies;

Warranty

This insurance is provided for one **rental vehicle** at any one time, which may be driven and operated by **you**. Cover will take effect from the time **you** take legal control of the **rental vehicle** and will cease at the time the **car rental company** assumes control of the **rental vehicle** whether at its business location or elsewhere.

This policy must have been purchased prior to the commencement of a **car rental agreement** for which you wish this policy to be operative.

Definitions

- "Car Rental Company" means a company licensed in the territory in which it is situated to provide vehicles for rental.
- "Car Rental Agreement" means the contract signed by the Lead named driver (who must be the name on the Insurance Certificate as issued) that states the excess to which the lead named driver is responsible, who must also be the Policyholder.
- **"Europe"** means all countries West of the Ural Mountains, British Isles, Ireland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland and the Azores, except rentals within 150 kilometres of your home in your usual country of residence.
- "Rental Vehicle" means any automobile rented under a contract on a daily or weekly basis from such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local authority.
- "Trip" means any rental Vehicle, which is collected and rented from a Licensed Rental Company or Agency.
- "UK" means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
- "You, your" means the person(s) named on the car rental agreement and included on the certificate of insurance as named drivers and which attaches to this policy. The lead person on the certificate of insurance must also be the lead person named on the car rental agreement.
- "We, us, our" means The Insurer of the insurance policy.
- "Worldwide Including USA/Canada" means any country subject to point 19 of the general exclusions.

Complaints Procedure

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact in the first instance, your agent or the Issuing Agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to:

The Customer Services Manager Essential Travel Ltd 21 Ganton Street London W1F 9BN

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily. If you are still not satisfied with the way in which your enquiry/complaint has been dealt with, then you should contact:

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Or if the complaint is directly in relation to the Insurer:-

Financial Services Ombudsman Bureau 3rd Floor, Lincoln House Lincoln Place Dublin2 Ireland

Compensation Scheme

The Financial Services Compensation Scheme covers all parties to this policy. You may be entitled to compensation from the scheme if anyone cannot meet it's obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Section 1 Excess Reimbursement

What you are covered for

This Section covers You for any physical loss or damage to the Rental Vehicle for which you are responsible for under the terms of the Car Rental Agreement. You are covered for physical damage (including damage to windscreens, tyres and the under body), fire, theft, vandalism or loss of use of the Rental Vehicle.

Where you are covered

Dependant upon the premium you have paid, you will be covered for Car Rental in either a) Europe or b) Worldwide including USA & Canada but in either case coverage does not extend to Car Rentals in the country where your main residence is.

Period of Cover

Dependant upon the premium you have paid you will either have purchased an Annual Multi-Trip Policy with a maximum period of cover of upto 31 continuous days anyone rental OR a Single Trip Policy which will cover you for a single Car Rental of upto 180 continuous days.

Sum Insured

If you purchase this Bronze cover the sum insured is £2,000 any single incident or £3,000 for a series of incidents during any single car rental agreement.

