



Questor Insurance Services Limited

Car Hire Insurance

In association with www.carhiresaving.co.uk

Questor Insurance Services Limited

6-8 Revenge Road Lordswood, Chatham

Kent ME5 8UD United Kingdom

Tel: +44 (0) 844 855 4702

Email: assistance@questor-insurance.co.uk

Version 3 – 1st April 2011

Section 1 - Introduction

Thank you for choosing Questor Insurance Services Limited in association with ASAP Ventures Limited. Please note that this document contains important information as well as the terms and conditions of You Car Hire Insurance contract.

ASAP Car Rental Insurance

ASAP Ventures Ltd is an Appointed Representative of Questor Insurance Services Ltd.

Questor Insurance Services Ltd is authorised and regulated by the Financial Services Authority (firm reference number 466942) - for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

Insurer / Underwriter

This insurance policy is underwritten by White Horse Insurance Ireland Limited, through a facility operated and managed by Strategic Insurance Services Limited (master policy number P02511/10/00). Strategic Insurance Services Limited is 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 Central Bank of Ireland.

The registered address of White Horse Insurance Ireland Limited is:
Bay 89.2, Free Zone West, Shannon, County Clare, Republic of Ireland.

Who Is Eligible To Purchase This Car Hire Insurance Policy?

Any person who at the time of purchasing this insurance policy:

1. Is aged between 21 and 84 years of age and;
2. Holds a valid or internationally recognised driving licence and;
3. Is legally eligible to rent and drive the hire vehicle and
4. Adheres to the terms and conditions of the car hire agreement.

What Makes Up This Policy?

This policy wording and your certificate of insurance must be read together, as they form your insurance contract with us.

Monetary Limits

Please note that we only insure you up to the amount of money are shown within this policy wording. If a specified limit is shown on your certificate of insurance and confirmation exists that confirms you have paid to the Insurer any additional premium, then this amount will over ride the limits within this policy wording.

Daily / Annual Policies

This insurance policy can be purchased as a daily policy which insures a single car rental agreement up to a maximum of 180 days. The minimum length of this insurance contract is one day. Alternatively, this insurance policy can be purchased as an annual policy that insures a single car rental agreement up to a maximum of 30 days. Under the annual policy cover is applicable to an unlimited number of rentals (up to a maximum of 30 days each).

Cooling Off Period

Questor Insurance will refund you your paid premium amount, if, within 14 days of purchasing this insurance policy, you decide that it does not meet your needs. Please note that a refund is only applicable provided you have not commenced your trip or have reported or are intending to report a claim under this insurance policy. Once the 14 day

time period has expired, you have no right to cancel this insurance and seek a refund.

Governing Law

Unless agreed otherwise with your Insurer, White Horse Insurance Ireland Limited, Irish law will apply. In the event of a dispute concerning this policy the Irish courts and legal system shall have exclusive jurisdiction.

Demands and Needs Statement

This insurance is designed for any person eligible to purchase this insurance undertaking car rental from a licensed car rental agency located outside of the country where they normally reside and who wishes to insure against the cost of an excess in the event that the vehicle is damaged and for which they may be held liable under the terms and condition of the rental agreement, providing such damage is as a result of an accident, theft or flood.

Section 2 - General Exclusions

Please read these exclusions of cover carefully, as they apply to the whole of your policy and may be applicable to your individual circumstances.

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 alcohol or drug addiction) self exposure or needless peril (except in an attempt to save human life).
3. 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.

4. Where there is dual insurance, please let us know, so that we pay our proportion of your claim.
5. Claims or incidents that may give rise to a claim not being notified to AXA Assistance UK, within 31 days of the incident occurring.
6. 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.
7. Loss arising from operation of the vehicle in violation of the terms of the Rental Agreement.
8. Expenses assumed, waived or paid by the Rental Agency or its Insurers.
9. Automobiles or any other vehicle(s), which are not Rental Vehicles.
10. Wear, tear and mechanical breakdown.
11. Losses arising out of illegal activities.
12. Driving by persons who are not named on the Car Rental Agreement or where the lead driver is not the Policyholder.
13. The rental of any vehicle which, at the first date of registration, is more than 20 years old.
14. Any vehicle with a Retail Purchase Price in excess of £80,000 will not be insured.
15. The rental of certain vehicles, namely: motor homes, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vehicles with more than 15 seats or vehicles changed from their original factory specification.
16. Vans and vehicles with more than 9 seats unless the appropriate additional premium has been paid and is reflected on the certificate.

17. Expenses reimbursed by the Insured Person's Employers' Insurer.
18. Losses occurring from driving whilst not on a public highway or as a result of you driving on a safari or adventure trail(s).
19. Your Insurance coverage must coincide with the dates of your Car Rental Agreement. No coverage exists if the coverage of either the insurance policy or the Car Rental Agreement do not coincide. No policy can be issued retroactively.
20. Any physical loss or damage to Personal Effects from the interior of the vehicle
21. Any physical damage to the interior of the vehicle.
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 to us. You agree to render all reasonable assistance to us to recover such amounts.
5. This policy will not cover a Car Rental Agreement longer than 31 continuous days for Annual Policies.
6. This policy will not cover a Car Rental Agreement longer than 180 continuous days for Daily Policies.
7. This insurance is provided for one rental vehicle at any one time, which is driven and operated by you unless you have purchased the Dual Lead Driver optional extra.
8. 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.
9. This policy must have been purchased prior to the commencement of the Car Rental Agreement for which you wish this policy to operate cover against.

Section 3 - General Conditions

Please read these conditions of cover carefully, as they apply to the whole of your policy and may be applicable to your individual circumstances.

1. You take reasonable care to protect the insured vehicle and your property against accident, injury, loss and damage and act as if you are not insured.
2. Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to AXA Assistance UK within 31 days of occurrence. All certificates, information and evidence required by AXA Assistance UK shall be furnished at the expense of the Insured Person or their legal representatives.
3. Except with our written consent, you or your legal 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.

Section 4 - Definitions

Please read these definitions carefully, as they apply to the whole of your policy and are an important part of your insurance contract. "Automobile" means a land vehicle, but does not extend to include mobile equipment, designed and licensed for travel on a public highway.

"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, United Kingdom, Republic of Ireland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland and the Azores, except rentals within 150 kilometres of your home. No cover exists within the United Kingdom if you have purchased the Budget Plan.

"Worldwide" means any country. No cover exists within the United Kingdom if you have purchased the Budget Plan.

"Home" means your usual place of residence in the United Kingdom.

"Pair or Set" means a number of items of personal possessions that belong or can be used together.

"Personal Money" means cash, cheques, traveller cheques, travel tickets, postal and money orders, current postage stamps and coupons and vouchers which have a monetary value.

"Personal Possessions" means each of your suitcases, trunks and similar containers (including their contents) and articles worn or carried by you (including your valuables and passport).

"Public Highway" means any road made or unmade that is intended for use by the general public.

"Rental Vehicle" means any automobile rented under a contract on a daily basis from

such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local authority.

"Resident" means that you have your main home in the United Kingdom and have spent less than six months abroad during the 12 month time period before purchasing this insurance policy.

"Trip" means any rental Vehicle, which is collected and rented from a Licensed Rental Company or Agency.

"United Kingdom" means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

"Under body of the vehicle" means the underside of the vehicle.

"Valuables" means jewellery, gold, silver, watches, photographic, audio equipment of any kind and telecommunications equipment of any kind (for example a mobile telephone)

"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.

"We, us, our" means White Horse Insurance Ireland Limited.

Section 5 - Claims Procedure

To notify your Insurer, White Horse Insurance Ireland Limited, of a loss or incident please contact the claims handling company, AXA Assistance UK who have been appointed to handle all claim matters arising under this insurance policy.

Please note that it is a condition of your insurance policy that all losses are notified in

writing to AXA Assistance UK within 31 days of an incident occurring.

When you contact AXA Assistance UK they will arrange for an applicable claim form to be sent to you for your completion. Please ensure you sign and date all applicable sections and return it with all the following supporting documentation:

1. Copy of your certificate of insurance.
2. Copy of your 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.
5. Renter's copy of the vehicle rental company accident, damage, loss or breakdown report.
6. Invoices / receipts / other documents confirming the amount you have paid in respect of the accident / damage / loss or breakdown for which the vehicle rental company holds you responsible.
7. Copy of your credit card statement showing your payment of the damages claimed.
8. Copy of the driving licence of the person involved in the accident (the driver).
9. Signed confirmation of to whom, any claim settlement cheque should be made payable

Please note that your failure to provide all the above detailed information and documentation, may result in your claim being delayed. If a claim is made or suit is brought against any named insured under this insurance policy, then the named insured shall immediately forward to AXA Assistance UK every demand, notice, summons or other documentation received by him / her and or his / her representative(s).

AXA Assistance UK can be contacted through either of the following methods:

By Email: car.rental@axa-assistance.co.uk

By Telephone: 0845 458 9677

By Post: AXA Assistance UK
PO Box 54098
London SW20 8UU

Section 6 - 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
Questor Insurance Services Ltd
6-8 Revenge Road Lordswood
Chatham Kent ME5 8UD United Kingdom
Email: assistance@questor-insurance.co.uk

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
E14 9SR

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

Financial Services Ombudsman's Bureau
3rd Floor Lincoln House
Lincoln Place
Dublin2
Ireland
Tel: + 353 (1)6620899 Fax: + 353 (1)6620890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

Section 7 - What you are covered for

Excess Reimbursement

This Section covers you for any physical loss or damage to the rental vehicle for which you are legally responsible for under the terms and conditions of your Car Rental agreement. This cover includes the excess amount as shown on the Car Rental agreement, as well as: -

1. Loss or damage to windscreens and any auto glass and / or;
2. Loss or damage to a roof and / or;
3. Loss or damage to tyres and the under body and / or;
4. Fire, theft or vandalism and / or;
5. Towing costs and / or;
6. Loss or damage caused to the exterior of the vehicle as a result of an accident with another vehicle or object.

Limits

The maximum amount payable under this section is £2,000 per Rental Vehicle, and up to

a maximum of £3,000 in the Aggregate per Car Rental Agreement. Subject to: -

1. The maximum amount payable in respect of towing costs is limited to £500 for each Car Rental Agreement.
2. In the event that the wrong type of fuel is put into the hired car by any person named on the Certificate of Insurance, we will pay up to a maximum of £500 for costs you incur in respect of:
 - a. Flushing the engine of the incorrect fuel and / or;
 - b. Additional travel expenses and / or;
 - c. Vehicle recovery.
3. We do not cover:
 - a. Repairs to the engine or associated parts.
 - b. Costs associated with any missed departure.
 - c. Any consequential losses.

Personal Accident

This section will indemnify you up to £10,000 per accident against accidental death or permanent total disablement following an accident, provided the accident giving rise to bodily injury is sustained: -

1. Whilst an Insured Person is travelling in, mounting into or dismounting from any covered Rented Vehicle, as herein defined, or
2. By an Insured Person as a result of being struck by any motor vehicle during the course of the Car Rental Agreement.

Conditions

1. Notice must be given to the Insurer as soon as reasonably practicable of any Accident which causes or may cause disablement or Bodily Injury within the meaning of this insurance. In addition, the Insured Person must, as early as possible, place himself under the care of a duly

qualified independent medical practitioner. Notice must be given to the Insurer as soon as reasonably practicable in the event of death of the Insured Person resulting or alleged to result from an Accident.

2. It is a condition precedent to the Insurer's liability to pay compensation to the Insured Person or his representatives and that all medical records, notes and correspondence referring to the subject of a claim shall be made available on request to any representative of the Insurers or the Insurer's medical advisers. Furthermore, the Insurer and the Insurer's medical advisers shall, for the purposes of reviewing the claim, be allowed as often as they deem necessary to carry out a medical examination of the Insured Person.
3. The Insurer, at their own expense, have the right to seek an autopsy in the case of a death, subject to the applicable law and legal system not forbidding it.
4. Any claim made under this insurance in respect of Permanent Total Disablement shall be subject to the approval of two independent medical referees, one to be appointed by the Insured Person and one by the Insurer. In the event of the aforesaid independent medical referees being unable to concur, in their professional medical opinions that the Insured Person is Permanently Totally Disabled, a third independent medical referee will be appointed by the Insurer and his decision shall be final and binding upon all parties.
5. This certificate of insurance constitutes the entire contract. No change in this certificate of insurance shall be valid. No person has the authority to change this certificate of insurance or any of its terms or conditions, other than authorised signatories of the Insurer. Any fraud,

concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder, shall render this insurance contract null and void and all and any claims made against it shall be forfeited.

6. The Insured Person is deemed to have made a recovery when he is able to perform his duties and related activities associated with an occupation.
7. Words in the masculine gender shall include the feminine.

Scale of Permanent Disabilities

The amounts payable in respect of Permanent Total or Permanent Partial Disablement are shown in Appendix 1.

Exclusions

In addition to the General Exclusion of the policy, the Insurer shall not be responsible for:

1. Radioactive contamination;
2. The Insured Person committing suicide or attempting suicide or committing or attempting to commit an intentional self-injury;
3. The Insured Person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;
4. The Insured Person's deliberate exposure to danger (except in an attempt to save human life);
5. The Insured Person being under the influence of alcohol that exceeds those levels defined by law for the use of a motor vehicle in the country of incident;
6. The Insured Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken

in accordance with the instructions of an independent qualified medical practitioner;

7. The death of the Insured Person arising from Illness;
8. The Insured Person engaging in or taking part in naval, military or air force service operations;
9. The Insured Person committing or attempting to commit a criminal act;
10. A Pre-existing Condition.

Personal Possessions Cover

This section covers You for the theft or damage of personal possessions that were secured in your Car Rental Vehicle's locked boot or glove box / compartment. Any items that are stolen or damaged that were not in the locked boot or glove box / compartment are not covered.

Limits

The maximum amount payable for all Personal Possessions is £300.

The maximum amount payable for any single item or a pair or set of items is £150. The maximum amount payable for any item which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £75, subject to a maximum £200 for all such items.

Exclusions

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

1. An Excess of £50 for each and every claim;
2. Claims arising from theft or damage of personal money, cash or valuables;
3. Wear, tear and depreciation of an items;
4. Claims not reported to an appropriate police authority within 24 hours of discovery and an official written police report obtained;
5. Claims where the evidence of forced entry have not been confirmed in writing by the hire car company and / or police;
6. Claims from an unattended vehicle between the hours of 20:00 and 08:00 (local time);
7. Claims arising from theft or damage to household goods or anything shipped as freight or under a bill of lading;
8. Claims arising from theft or damage of articles from Your hire car unless taken from a locked boot or glove box.

Key Cover

This section covers You for costs you incur for replacing a lost or stolen car rental key and / or the associated costs in obtaining replacement locks and any charges made by a locksmith.

Limits

The maximum amount payable is £500 for each and every claim. The maximum amount payable in any one year £2,000.

Road Rage Cover

We will pay You or Your legal representative £1,000 (or equivalent in local currency) in any one period of cover and in all, if You suffer a physical assault by another person which results in Bodily Injury as a direct result of an accident that has involved Your Rental Vehicle.

Exclusions

We will NOT pay You where:

1. The physical assault is caused by a relative or a person known to You.
2. The Bodily Injury is not supported by medical evidence.
3. The incident is not reported within 24hrs of it taking place.
4. Where you or one of Your passengers contributed either vocally or physically to

the incident, other than the initial accident.

5. Where the Incident outside the Territory of cover.

Car Jacking Cover

We will pay You or Your legal representative £1,000 (or equivalent in local currency) in any one period of cover and in all, if You suffer a physical assault by another person which results in Bodily Injury as a direct result of theft or attempted theft of Your Rental Vehicle.

Exclusions

We will NOT pay You where:

1. The physical assault is caused by a relative or a person known to You.
2. The Bodily Injury is not supported by medical evidence.
3. The incident is not reported within 24hrs of it taking place.
4. Where you or one of Your passengers contributed either vocally or physically to the incident, other than the initial accident.
5. Where the Incident outside the Territory of cover.

Appendix 1 - Benefits Payable Under Personal Accident

Permanent Disablement		
Total loss of sight of both eyes		100%
Total incurable insanity		100%
Loss of both arms or both hands		100%
Complete deafness of both ears, of traumatic origin		50%
Removal of lower jaw		50%
Loss of speech		50%
Loss of one arm and one leg		100%
Loss of one arm and one foot		100%
Loss of one hand and one foot		100%
Loss of one hand and one leg		100%
Loss of both legs		100%
Loss of both feet		100%
Permanent Disablement – Head		
Loss of one eye		40%
Permanent Disablement - Upper Limb	Right	Left
Loss of one arm or one hand	50%	50%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	30%
Total paralysis of the upper limb (incurable lesion of the nerves)	45%	45%
Simultaneous amputation of thumb and Forefinger	25%	25%
Permanent Disablement - Lower Limbs		
Amputation of thigh (upper half)		60%
Amputation of thigh (lower half) and leg		50%
Total loss of foot (tibio-tarsal disarticulation)		35%
Partial loss of foot (sub-ankle-bone disarticulation)		25%
Total paralysis of lower limb (incurable nerve lesion)		60%
Complete paralysis of two nerves (popliteal sciatic external and internal)		25%

Anchylosis of the hip	25%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	35%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	25%
Shortening of the lower limb by at least 5 cm	30%