

CAR HIRE INSURANCE

From Questor Insurance Services Limited

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Introduction

Thank you for choosing Questor Insurance Services Limited and welcome to peace of mind Car Rental Insurance. 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.

Questor Insurance Services Limited

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

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 06-09-129/0026) an insurance intermediary authorised and regulated by the Financial Services Authority (firm reference number 307133).

White Horse Insurance (Ireland) Limited are regulated in the Republic of Ireland by the Irish 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. Permanently resident in the UK or Republic of Ireland
3. Holding a valid or internationally recognised driving licence
4. 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. Also for travel to the USA and Canada this insurance covers liability in excess of that offered by the car rental company arising from you causing damage to another person's property or bodily injury to another person.

This insurance also covers you for personal accident, baggage, curtailment, drop-off charges, lock out and car rental key cover when shown as covered on the certificate 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

Questor Insurance will refund in full your premium, if, within 14 days of purchasing this insurance you decide that it does not meet your needs providing that you have not commenced your trip, reported or are intending to report a claim. Once the 14 days has expired you have no right to cancel this insurance.

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.

Emergency Assistance

AXA Assistance Claims Centre Ltd will provide immediate help where required. They provide a 24-hour emergency service, which is open 365 days a year. You can contact them on: -

United Kingdom Tel: +44 (0)845 4589677(24 hour line)

When you contact AXA Assistance Claims Centre 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 AXA Assistance Claims Centre 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)
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.

AXA Assistance Claims Centre Ltd

PO Box 54098

London SW20 8UU

Phone: 0845 458 9677

Email: strategic.claims@scml.co.uk

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 the Claims Office 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 rental 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.
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 the 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 Section 1 and Section 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 miles 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.

"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 Excluding USA/Canada" means any country other than the United States of America and Canada subject to point 19 of the general exclusions.

"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
Questor Insurance Services Ltd
308 Hempstead Road Hempstead Kent ME 7 3QH

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 46 - 48 East Smithfield London E1W 1AW 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: -

Irish Financial Services Ombudsman
Regus House
Harcourt Centre, Harcourt Road
Dublin2
Ireland

Compensation Scheme

The Financial Services Compensation Scheme covers Questor Insurance Services Limited. You may be entitled to compensation from the scheme if we cannot meet our 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 (ERI)

We shall indemnify the Insured Person(s), as named on the Car Rental Contract (the lead name of which to appear on the Certificate of Insurance). Coverage is therefore provided during the period of car hire for losses incurred for any one claim, up to the maximum of £2,000 any one incident and £3,000 any one Rental Agreement and in the policy aggregate (or equivalent in local currency). This being as a result of damage (including damage to windows and tyres), fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure when such vehicle is rented and operated from a Licensed Rental Agency and the Insured Person(s) being held responsible, as declared in the car rental contract, for the excess, to which the insured would normally be liable.

Section 2 - Loss Damage Waiver (LDW)

We shall indemnify you during the period of hire for losses incurred up to US\$80,000 motor for losses incurred as a result of damage, fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure when such vehicle is rented and operated from a licensed rental agency and you have declined to purchase the rental agencies Loss Damage Waiver or any similar provision.

Section 3 - Supplementary Liability (SLI)

3.1 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.

3.2 Defence, Settlement and Supplementary payments

As respects the insurance afforded by the other terms of this policy under Coverage A, 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.

3.3 Definitions

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 use 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.

3.4 Exclusions

1. Applying to all cover under Section 3.
 - a. While the automobile is used as a public or livery conveyance;
 - b. To any accident or to any loss directly or indirectly arising from or occasioned by or in consequence of war, invasion, act of foreign 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 3.1a
 - 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 3.1b and 3.1c
- a. To bodily injury to the named insured with respect to which such named insured, or his legal representative or any person entitled to payment shall, without written consent of the Company, make any settlement with any person or organisation who may be legally liable 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 4 - Personal Accident

1. What we cover

To indemnify you to the limit as set out in the certificate of insurance per accident against accidental death or permanent total dismemberment following an accident provided always that benefit will only become due for payment if the accident giving rise to bodily injury is sustained: -

- Whilst an Insured Person is travelling in, mounting into or dismounting from any covered Rented Vehicle, as herein defined, or
- By an Insured Person as a result of being struck by any motor vehicle during the course of the rental agreement

2. CONDITIONS. The following are general conditions and are precedent to Underwriters' liability to pay compensation under this insurance:

- 2.1 Notice must be given to Underwriters as soon as reasonably practicable of any Accident which causes or may cause disablement or Bodily Injury within the meaning of this insurance, and 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 Underwriters as soon as reasonably practicable in the event of death of the Insured Person resulting or alleged to result from an Accident.
- 2.2 It is a condition precedent to Underwriters' liability to pay compensation to the Assured or his representatives, 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 Underwriters or medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the Insured Person.
- 2.3 Underwriters at their own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury is the basis of a claim when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where the law does not forbid it.
- 2.4 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 Underwriters. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the Insured Person is Permanently

- Totally Disabled, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties.
- 2.5 This certificate of insurance constitutes the entire contract. No change in this certificate of insurance shall be valid. No person has authority to change this certificate of insurance or any of its terms or conditions, other than authorised signatories of Strategic Insurance Services Limited.
- 2.6 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 null and void and all claims hereunder shall be forfeited.
- 2.7 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.
- 2.8 Words in the masculine gender shall include the feminine.

3. Scale of Permanent Disabilities

The percentage of the sum insured in respect of Permanent Total or Permanent Partial Disablement shall be as follows: -

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%
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Permanent Disablement - Upper Limb

	Right	Left
Loss of one arm or one hand	50%	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	20%
Total paralysis of the upper limb (incurable lesion of the nerves)	45%	35%
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%

Permanent disabilities not mentioned above should be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total "functional" disablement, not specifically dealt with in the Schedule of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same accident, is arrived at by adding together the various sums, but shall not exceed the total sum insured.

If the Insured Person is left-handed the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

4. EXCLUSIONS. This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by: -

Radioactive contamination;

The Insured Person committing suicide or attempted suicide or committing or attempting to commit an intentional self-injury;

The Insured Person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;

The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;

The Insured Person being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which the Insured Person is domiciled;

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;

The death of the Insured Person arising from illness;

The Insured Person engaging in or taking part in naval, military or air force service or operations;

The Insured Person committing or attempting to commit a criminal act;

A Pre-existing Condition.

Human Immunodeficiency Virus (HIV) and/or HIV related illnesses including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof, however caused.

Section 5 - Baggage Cover

The Underwriter hereby agrees to the extent and in the manner hereinafter provided, to indemnify You against theft of article(s) or damage to article(s) as a result of theft or attempted theft, following visible and forcible entry, to baggage and/or personal effects (as herein defined), after such theft or damage are proved. Provided such items are secured in your hire vehicle in either locked boot or glove box only.

Limits

£300 in total any one claim £150 for any single item. The maximum payment for any single item for 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 Exclusion of the policy, the Insurer shall not be responsible for:

1. An Excess of £50 each and every claim;
2. Claims arising from theft or damage of cash and valuables;
3. Wear, tear and depreciation of the article(s);
4. Claims not reported to an appropriate police authority within 24 hours of discovery and an official police report obtained;
5. Claims where the evidence of forced entry have not been confirmed by the hire car company and/or police;
6. Claims from an unattended vehicle between the hours of 20:00 and 08:00;
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;

Section 6 - Key Cover

This insurance also covers you, the Insured Person, for costs incurred up to a maximum of £500 (or equivalent in local currency), for each and every claim, subject to a maximum of £2,000 in any one year, for replacing a lost or stolen rental car key, including replacement locks and locksmith charges unless only the parts needed to be changed.

Section 7 - Curtailment

This Certificate of Insurance will provide a benefit of £15 a day if the car rental is cancelled or cut short on the advice of 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 AXA Assistance Claims Centre Ltd. Total indemnity in respect of Restitution of Holiday shall be £200.

Section 8 - 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.

Section 9 - Lock out

In the event that a named insured unintentionally locks himself/herself out of a rented vehicle, costs incurred up to a maximum of £40 to open the car, without causing any further damage to the said rented car) will be reimbursed. 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 AXA Assistance Claims Centre Ltd for the reimbursement to be approved. Failure to follow these steps may void this cover.