

# Insurance Guide

**Private Motor Excess Insurance**

**Car Rental Loss Damage  
Waiver Insurance**

Provided by White Horse Insurance Ireland dac.  
(formerly White Horse Insurance Ireland Limited)

**Community  
banking**



Please read this benefits guide carefully. Whilst all the words are important, You should pay particular attention to all the exclusions and conditions.

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# Section A

## Private Motor Excess Insurance Policy Summary

### Policy summary

Some important keyfacts about **Your** insurance are summarised below. This summary does not form part of the contract and does not describe all the terms of this policy, so please take time to read the policy document to make sure **You** understand the cover it provides. A copy of the full policy document can be found on page 4 of this **Insurance Guide**.

This document is not a Contract of Insurance but summarises an Insurance Policy held by **Us** which provides Insurance benefits and coverage held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

Private Motor Excess Insurance benefits underwritten by White Horse Insurance Ireland dac. (formerly White Horse Insurance Ireland Limited). Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. is authorised and regulated by the Central Bank of Ireland.

The Insurance is held by **Us** – Isle of Man Bank Limited. **We** are the only policyholder and only **We** have direct rights under the Contract of Insurance against White Horse Insurance Ireland dac. These rights are held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

This document summarises the benefits available under the policy of Insurance held by **Us**: it does not give account holders direct rights under the policy. Strict compliance with the **Insurers** policy terms are required if **You** are to receive any benefit. Under the Insurance Conduct of Business rules, account holders will not be customers of White Horse Insurance Ireland dac. The provision of these Insurance benefits to account holders falls outside regulation by the Financial Conduct Authority. The conditions that appear in this **Insurance Guide** reflect the contract between **Us** and the **Insurer**, and must be complied with. Failure to comply may mean that claims will not be paid under the Insurance.

**Policy number P04183.**

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### Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this section of this policy. For ease of reading these words or expressions are highlighted in bold print and will start with a capital letter.

The definitions of these words or expressions are as follows:

**'Aggregate Limit'** means the maximum amount payable in the **Period of Insurance**.

**'At Fault'** means if **You** cause an accident i.e hit another driver from behind or hit a stationary object or where it is hard to argue that **You** were not to blame. **Insurers** will investigate each claim and will decide which driver was **At Fault**. If **You** are deemed to be the at fault driver, this will be noted on **Your** claim.

**'Beneficiary/Beneficiaries/You/Your'** means a Gold account holder, or **Family Member**.

**'Business Use Class 3'** means the **Beneficiary** and any Named Driver(s) using the motor **Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the motor **Vehicle** to travel from customer to customer on **Commercial Use**.

**'Commercial Use'** means the **Beneficiary** using the **Private Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial purposes by sales representatives who have the use and responsibility for their own company vehicle.

**'Excess'** means the amount **You** are responsible for paying under the terms of **Your Private Motor Insurance Policy**.

**'Family Member'** means **Partner** and dependent children aged 21 to 23 years of age and who are in full time education.

**'Imminent Claim'** means an **Incident** that could give rise to a claim under this policy that **You** are, or were, aware of prior to the inception date of this policy that was to be or had just been reported under **Your Private Motor Insurance Policy**.

**'Incident'** means a claim occurrence under **Your Private Motor Insurance Policy**.

'**Insurance Guide**' means the guide which outlines the Private Motor Excess Insurance available with the Gold account. It is recommended that **You** read this guide carefully. While all the words are important, **You** should pay particular attention to all the definitions, conditions and exclusions. It also specifies what **You** need to do if **You** want to make a claim, please keep this guide in a safe place. The Private Motor Excess Insurance Policy is held by Isle of Man Bank Limited. This guide is not a Contract of Insurance but summarises the Private Motor Excess Insurance Policy which is held by **Us** for the benefit of (and in trust for) Gold account holders and other **Beneficiaries**.

'**Insurer/Insurers**' means White House Insurance Ireland dac.

'**Period of Insurance**' means that this insurance coincides with the start and finish dates as shown on **Your Private Motor Insurance Policy**.

'**Partner**' means the person that the account holder lives with at the account holder's home address, in a relationship, whether married or cohabiting, as if husband and wife or civil partners regardless of gender.

'**Private Motor Insurance Policy**' means the insurance policy, of which **You** or a **Family Member** are authorised drivers thereunder, covering social, domestic, pleasure and commuting use by the **Beneficiaries**; issued by an authorised and regulated **Private Motor Insurer** to **You** in respect of **Your Private Motor Vehicle**.

'**Private Motor Insurer**' means the motor insurance policy that **You** have purchased from a regulated insurance company, that meets the legal requirements of **Your** country of residence.

'**Private Motor Vehicle/Vehicles**' means a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers, of which **You** are the owner or which **You** are authorised to drive.

'**Terrorism**' means any 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'**Waived or Reimbursed**' means where a third party has already made good the **Excess** shown in the schedule of **Your Private Motor Insurance Policy**.

'**We/Us/Our**' means Isle of Man Bank Limited.

## Private Motor Excess Insurance Benefit

This insurance meets the needs of those **Beneficiaries** who own and insure their **Private Motor Vehicle**.

## Significant features and benefits

This summary does not contain the full terms of cover. This document summarises key limitations, conditions and exclusions only and does not set these out comprehensively.

More details are set out in the policy document which can be found on page 4 of this **Insurance Guide**, which **We** recommend that **You** read in full.

In the event of any inconsistency or conflict between this summary and the policy document, the terms set out in the policy document will prevail.

Whilst this document summarises the benefits available to **You** under the Private Motor Excess Insurance Policy held by **Us**, it does not give **You** or other **Beneficiaries** direct rights under the Private Motor Excess Insurance Policy.

We do not charge **You** separate premiums, fees or charges for this insurance. This **Policy** continues as long as **Your** Gold account is open and **We** maintain the **Policy** with White Horse Insurance Ireland dac. From time to time it may be necessary to alter this policy. When this situation arises **You** will be given 30 days notice. Upon surrender, cancellation or termination of **Your** Gold account, the benefits under this policy will no longer be available to **You**. As this benefit may continue for more than a year, **You** should review it periodically to ensure that cover remains adequate.

All amounts quoted are in Pounds Sterling.

## How does Private Motor Excess Insurance work?

Subject to the exclusions listed in this **Insurance Guide**, if **Your Private Motor Insurance Policy** pays an **At Fault** claim that exceeds **Your** stated policy **Excess**, the **Insurer** will refund the **Excess** applied, up to the maximum stated in this **Insurance Guide**.

## What is covered

1. The **Aggregate Limit** under this policy is £3,000. This means that **You** can claim up to a total of £3,000 under this policy during the **Period of Insurance**. Once the **Aggregate Limit** has been reached, this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined within **Your Private Motor Insurance Policy**, until **Your Private Motor Insurance Policy** is renewed and then **Your Aggregate Limit** of £3,000 is reinstated.
2. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Private Motor Vehicle** under **Your Private Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were **At Fault** the claim will be settled when the **Insurer** is in receipt of the settlement letter from **Your Private Motor Insurer**. For claims where **You** are

deemed either partially **At Fault** or not **At Fault**, if **Your Excess** is not recovered from the third party within 6 months from the of **Incident**, the **Insurer** will reimburse any **Excess** payment for which **You** have been made liable up to the annual **Aggregate Limit** insured under the policy.

3. Cover will only operate when the **Excess** of **Your Private Motor Insurance Policy** is exceeded and following a successful claim payment to **You**.

### What is not covered

Please refer to the policy document contained in this **Insurance Guide** for full terms.

1. Any claim that **Your Private Motor Insurer** declines and any claim where the amount is less than the **Excess**.
2. Any claim that is refused under **Your Private Motor Insurance Policy**.
3. Any claim where the **Private Motor Vehicle** is being used:
  - for **Commercial Use, Business Use Class 3** or;
  - for any purpose in connection with the motor trade or;
  - in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Private Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
4. Any claim under **Your Private Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Private Motor Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
5. Any claim notified to the **Insurer** more than 31 days following the successful settlement of **Your** claim under **Your Private Motor Insurance Policy**.
6. Any contribution or deduction from the settlement of your claim against **Your Private Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
7. Any claim that has been **Waived** or **Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement to **Your Private Motor Vehicle**.
10. Any claim arising from breakdown, towing or misfueling of **Your Private Motor Vehicle**.
11. A claim by anyone who is not a **Beneficiary**.

Please note that upon surrender, cancellation or termination of **Your** Gold account, or this policy these benefits will no longer be available to any **Beneficiary**.

### Claims

To notify the **Insurer** of a claim in the first instance please telephone Membership Services 02392 676061 or email [claims@white-horse.ie](mailto:claims@white-horse.ie) as soon as possible. **You** must give all information or help that **You** are asked for. Further details of how to claim are included in the policy document.

The policy number is **P04183**.

### Your right to cancel

**You** have the right to cancel this policy. **You** have a statutory period of 14 days within which to cancel this policy starting on the day **You** open **Your** Gold account. As **We** do not charge a separate premium for this insurance **You** will not receive a refund should **You** wish to cancel.

### How to complain

The **Insurer** aims to give customers a high standard of service at all times. If **You** are unhappy with the **Insurers** service for any reason or have cause for complaint, please write to:

The Customer Experience Manager  
White Horse Insurance Ireland dac.  
Suite 4  
Rineanna House  
Free Zone West  
Shannon  
County Clare  
Republic of Ireland

Or by email: [complaints@white-horse.ie](mailto:complaints@white-horse.ie)

If the matter is still not resolved to **Your** satisfaction, **You** may refer the matter to:

The Financial Services Ombudsman's Bureau  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2  
Republic of Ireland

As White Horse Insurance Ireland dac. operates from outside the UK **You** will not have redress with the Financial Ombudsman Service in respect of disputes with the **Insurer**.

### Compensation

White Horse Insurance Ireland dac. is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

# Private Motor Excess Insurance Policy Document

This document is not a Contract of Insurance but an Insurance Policy held by **Us** which provides Insurance benefits and coverage held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

Private Motor Excess Insurance benefits underwritten by White Horse Insurance Ireland dac. (formerly White Horse Insurance Ireland Limited), Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. is authorised and regulated by the Central Bank of Ireland.

The Insurance is held by **Us**. **We** are the only policyholder and only **We** have direct rights under the Contract of Insurance against White Horse Insurance Ireland dac. These rights are held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

This document details the benefits available under the Policy of Insurance held by **Us**: it does not give account holders direct rights under the policy. Strict compliance with the **Insurers** policy terms are required if **You** are to receive any benefit. Under the Insurance Conduct of Business rules, account holders will not be customers of White Horse Insurance Ireland dac. The provision of these Insurance benefits to account holders falls outside regulation by the Financial Conduct Authority. The conditions that appear in this **Insurance Guide** reflect the contract between **Us** and the **Insurer**, and must be complied with. Failure to comply may mean that claims will not be paid under the Insurance.

**Policy number: P04183**

**We recommend that you read this policy carefully.**

This section of the **Insurance Guide** confirms the Private Motor Excess benefit available with **Your** Gold account.

Cover continues automatically as long as:

- (i) **You** remain a Gold account holder and
- (ii) The insurance continues to be placed with White Horse Insurance Ireland dac. by **Us**. From time to time it may be necessary to alter this policy. When this situation arises **You** will be given 30 days notice.

Please note that upon surrender, cancellation or termination of **Your** Gold account, the cover and benefits under this policy will no longer be available to **You**.

The Insurance is underwritten by White Horse Insurance Ireland dac. Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland.

White Horse Insurance Ireland dac. is authorised and regulated by the Central Bank of Ireland.

## How does Private Motor Excess Insurance work?

Subject to the exclusions listed below under 'What is not covered', if **Your Private Motor Insurance Policy** pays an **At Fault** claim that exceeds **Your** stated policy **Excess**, the **Insurer** will refund the **Excess** applied, up to the maximum stated in this **Insurance Guide**.

## What is covered

1. The **Aggregate Limit** under this policy is £3,000. This means that **You** can claim up to a total of £3,000 under this policy during the **Period of Insurance**. Once the **Aggregate Limit** has been reached, this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined within **Your Private Motor Insurance Policy**, until **Your Private Motor Insurance Policy** is renewed and then **Your Aggregate Limit** of £3,000 is reinstated.
2. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Private Motor Vehicle** under **Your Private Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were **At Fault** the claim will be settled when the **Insurer** is in receipt of the settlement letter from **Your Private Motor Insurer**. For claims where **You** are deemed either partially **At Fault**, or not **At Fault**, if **Your Excess** is not recovered from the third party within 6 months from the **Incident**, the **Insurer** will reimburse any **Excess** payment for which **You** have been made liable up to the annual **Aggregate Limit** insured under the policy.
3. Cover will only operate when the **Excess** of **Your Private Motor Insurance Policy** is exceeded and following a successful claim payment to **You**.

## What is not covered

1. Any claim that **Your Private Motor Insurer** declines and any claim where the amount is less than the **Excess**.
2. Any claim that is refused under **Your Private Motor Insurance Policy**.
3. Any claim where the **Private Motor Vehicle** is being used:
  - for **Commercial Use, Business Use Class 3** or;
  - for any purpose in connection with the motor trade or;
  - in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Private Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

4. Any claim under **Your Private Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Private Motor Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
  5. Any claim notified to the **Insurer** more than 31 days following the successful settlement of **Your** claim under **Your Private Motor Insurance Policy**.
  6. Any contribution or deduction from the settlement of **Your** claim against **Your Private Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
  7. Any claim that has been **Waived** or **Reimbursed**.
  8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
  9. Any claim arising from glass repair or replacement to **Your Private Motor Vehicle**.
  10. Any claim arising from breakdown, towing or misfueling of **Your Private Motor Vehicle**.
  11. Any claim resulting from **Terrorism**.
  12. Any claim resulting from:
    - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
    - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
  13. A claim by anyone who are not **Beneficiaries**.
  14. A claim for an event which occurs after surrender, cancellation or termination of **Your** Gold account, or this policy.
7. Appreciate that if **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, the **Insurer** will only pay a proportionate share of the claim.
  8. Take reasonable steps to safeguard against loss or additional exposure to loss.
  9. Understand that the **Insurer** will only give **You** the cover that is described in this policy if **You** have complied with the terms under **Your Private Motor Insurance Policy** and all the terms of this insurance policy, as far as they apply.
  10. Recognise that if **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
  11. Have a current full and valid driving licence.
  12. Allow the **Insurer** to have the right to approach any third party in relation to **Your** claim.

### Claims Procedure

To notify the **Insurer** of a claim under this cover, please telephone Membership Services 02392 676061 or email [claims@white-horse.ie](mailto:claims@white-horse.ie) immediately or within 31 days of receiving a payment under **Your Private Motor Insurance Policy**.

**The policy number is P04183.**

Alternatively, **You** can write to the **Insurer** at:

White Horse Administration Services Limited  
 Claims Department  
 PO BOX 5633  
 Walsall  
 WS6 9BB  
 United Kingdom

### Your right to cancel

**You** have the right to cancel this policy. **You** have a statutory period of 14 days within which to cancel this policy starting on the day **You** open **Your** Gold account.

As Isle of Man Bank does not charge a separate premium for this insurance **You** will not receive a refund should **You** wish to cancel.

### How to complain

The **Insurer** promise to **You** is that the **Insurer** will always be fair and reasonable whenever **You** need the protection of this policy and that the **Insurer** will act quickly to provide that protection.

If **You** ever feel that the **Insurer** has not kept their promise, **You** should contact:

The Customer Experience Manager, White Horse Insurance Ireland dac. Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland.

### General Conditions

To be fully protected under this policy, the **Beneficiary** must:

1. Be a **Beneficiary** at the date of the accident.
2. Remember that this Private Motor Excess Insurance Policy will continue to respond for the **Period of Insurance** or until **Your** annual **Aggregate Limit** is exhausted; whichever comes first.
3. Maintain a current and valid **Private Motor Insurance Policy**.
4. Match the name of the individual stated on **Your Private Motor Insurance Policy**.
5. Understand that in the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
6. Let the **Insurer** take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.



As White Horse Insurance Ireland dac. operates from outside the United Kingdom **You** will not have redress with the Financial Ombudsman Service with respect to disputes with the **Insurer**.

A copy of the **Insurers** complaints procedure leaflet is available on request.

## Compensation

White Horse Insurance Ireland dac. is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Data Protection

Isle of Man Bank Limited does not share **Your** data with the **Insurer**.

Please note that any information **You** provide to the **Insurer** will be processed by the **Insurer**, in compliance with the provisions of the UK Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Your rights

Under the UK Data Protection Act 1998, **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information the **Insurer** holds about **You**, if **You** believe that any of the information the **Insurer** is holding is incorrect or incomplete, please let the **Insurer** know as soon as possible. To provide a copy of the information the **Insurer** may ask **You** for a small fee.

## Data transfer consent

By making a claim under this Insurance **You** consent to the use of **Your** data by the **Insurer** as described below.

## Data Protection Policy

White Horse Insurance Ireland dac. is committed to protecting **Your** privacy including sensitive personal information. Please read this section carefully as acceptance of this policy will be regarded as having read and accepted these terms.

## Sensitive Information

Some of the personal information the **Insurer** asks **You** for may be sensitive personal data, as defined by the UK Data Protection Act 1998 (such as information about health or criminal convictions). The **Insurer** will not use such sensitive personal data about **You** or others except for the specific purpose

for which **You** provide it and to provide the services described in this policy document.

## How the insurer will use and protect your information and who the insurer will share it with?

The **Insurer** will use **Your** information to manage **Your** Insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details the **Insurer** holds about **You**.

Details on how Isle of Man Bank Limited uses "your information" can be found in our Personal Banking Account Terms booklet.

## Marketing

White Horse Insurance Ireland dac. in compliance with the provisions of the UK Data Protection Act 1998 will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

Furthermore, please note that any information provided to White Horse Insurance Ireland dac. will be processed by the **Insurer** and their agents will be in compliance with the provisions of the UK Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

Failure to provide answers in-line with the requirement of the Act may mean that this policy is invalid and that it does not operate in the event of a claim.

## Jurisdiction and law

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

## Financial crime policy statement

The **Insurer** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** the **Insurer** may cancel this policy immediately by recorded delivery letter to the correspondence address held on file. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.

## Section B

### Car Rental Loss Damage Waiver Insurance Policy Summary

#### Policy summary

Some important keyfacts about **Your** insurance are summarised below. This summary does not form part of the contract and does not describe all the terms of this policy, so please take time to read the policy document to make sure **You** understand the cover it provides. A copy of the full policy document can be found on page 9 of this **Insurance Guide**.

This document is not a Contract of Insurance but summarises an Insurance Policy held by **Us** which provides Insurance benefits and coverage held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

The Loss Damage Waiver Insurance is underwritten by White Horse Insurance Ireland dac. (formerly White Horse Insurance Ireland Limited). Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. is authorised and regulated by the Central Bank of Ireland.

The Insurance is held by **Us** and **We** are the only policyholder and only **We** have direct rights under the Contract of Insurance against White Horse Insurance Ireland dac. These rights are held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

This document summarises the benefits available under the Policy of Insurance held by **Us**: it does not give account holders direct rights under the policy. Strict compliance with the **Insurers** policy terms are required if **You** are to receive any benefit. Under the Insurance Conduct of Business rules, account holders will not be customers of White Horse Insurance Ireland dac. The provision of these Insurance benefits to account holders falls outside regulation by the Financial Conduct Authority. The conditions that appear in this **Insurance Guide** reflect the contract between **Us** and the **Insurer**, and must be complied with. Failure to comply may mean that claims will not be paid under the Insurance.

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#### Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this section of this policy. For ease of reading these words or expressions are highlighted in bold print and will start with a capital letter.

The definitions of these words or expressions are as follows:

**'Beneficiary/Beneficiaries/You/Your'** means Gold account holders, or **Family Member**.

**'Family Member'** means **Partner** and dependent children aged 21 to 23 years of age and who are in full time education.

**'Insurance Guide'** means the guide which outlines the Car Rental Loss Damage Waiver Insurance available with the Gold account. It is recommended that **You** read this guide carefully. While all the words are important, **You** should pay particular attention to all the definitions, conditions and exclusions. It also specifies what **You** need to do if **You** want to make a claim, please keep this guide in a safe place.

**'Insurer/Insurers'** means White Horse Insurance Ireland dac.

**'Loss/Losses'** means amounts paid in settlement of a claim or a judgement for which the **Beneficiary** is legally liable. The amounts are subject to deductions for subrogation, salvages and any recoveries available. **Loss** does not include costs of defence, interest or judgement, or other expenses paid in defence, or investigation of the claim.

**'Partner'** means the person that the account holder lives with at the account holder's home address, in a relationship, whether married or cohabiting, as if husband and wife or civil partners regardless of gender.

**'Policy Period'** means the period for which the Policy is in force and **You** have a valid Gold account.

**'Rental Agreement'** means a contract on a daily or weekly basis from a licensed rental agency or company.

'**Rental Period**' means the period during which the **Vehicle** is rented, to be no more than 31 days any one **Rental Agreement**.

'**Rental Vehicle/Rental Vehicles/Vehicle**' means any land motor **Vehicle** constructed for the carriage of passengers, and designed for travel on public roads, including their effects and does not exceed 3.5 tonnes and for which the **Beneficiary** is authorised to drive, which is rented under a **Rental Agreement** basis from a fully licensed rental company or agency which must with the regulatory authority of that country, state or local authority.

'**We/Us/Our**' means Isle of Man Bank Limited.

## Loss Damage Waiver Insurance

This Insurance meets the needs of those **Beneficiaries** who rent a **Vehicle** for periods of up to 31 days.

Whilst this document summarises the benefits available to **You** under the Loss Damage Waiver Insurance Policy held by **Us**, it does not give account holders or other **Beneficiaries** direct rights under the Insurance Policy. Under the Financial Conduct Authority's Insurance Conduct of Business rules, account holders and other **Beneficiaries** will not be customers of the **Insurer**. This summary does not contain the full terms of cover. This document summarises key limitations, conditions and exclusions only and does not set these out comprehensively.

More details are set out in the policy document which can be found on page 9 of this **Insurance Guide**, which **We** recommend that **You** read in full. In the event of any inconsistency or conflict between this summary and the policy document, the terms set out in the policy document will prevail.

The **Insurer** does not charge **You** separate premiums, fees or charges for this Insurance. The cover continues automatically as long as **You** remain a Gold account holder and the Insurance continues to be placed with White Horse Insurance Ireland dac. by **Us**. From time to time it may be necessary to alter this policy. When this situation arises **You** will be given 30 days notice. Any such alteration will only apply to rentals booked by **You** from the time of receipt of that advice or some other future specified date.

As this Insurance may continue for more than a year, **You** should review it periodically to ensure that cover remains adequate.

All amounts quoted are in Pounds Sterling.

## Significant features and benefits

Please refer to the policy document contained in this **Insurance Guide** for full terms.

The underwriters (**Insurers**) shall indemnify **You** as named on the **Rental Agreement**, during the period of rental for **Losses** up to £50,000 (or equivalent in local currency) incurred as a result of damage, fire, vandalism, theft or **Loss** of use of the **Rental Vehicle** when such **Vehicle** is rented and operated from a licensed rental agency and **You** have declined the rental company's Loss Damage Waiver (LDW) or any similar provision.

## Restitution of holiday

This policy will provide the benefit of £20 per day (up to a maximum of £200) if the car rental is cancelled or cut short on the advice of a physician and in consultation with White Horse Administration Services Ltd. The **Beneficiary** must be confined to bed in a hospital, in a hotel or in private accommodation during such time that the car rental was booked and paid for. The **Beneficiary** must present both **Rental Agreement** document and a medical certificate as to the time he/she has been confined to bed. The car rental must have been reserved and confirmed for at least a minimum of seven days.

## Drop-off charges

In the event of there being no named **Beneficiary** on the rental contract to return the rental car to the originating car rental station, following an accident or illness for which hospitalisation takes place, this policy will indemnify the **Beneficiary** up to but not exceeding £200 to pay for drop-off charges incurred through the car rental station. White Horse Administration Services Ltd. must be informed immediately of this situation. All negotiations are to be left to White Horse Administration Services Ltd. and the **Vehicle** rental station. One way rentals are excluded.

## Lock-out cover

£50 for calling out a locksmith if a named **Beneficiary** unintentionally locks their keys in the car.

## Main exclusions

Please refer to the policy document which can be found on page 9 of this **Insurance Guide** for full terms.

1. **Loss** arising from operation of a **Vehicle** in violation of the terms of the **Rental Agreement**.
2. The rental of a **Vehicle** with a retail purchase price in excess of £50,000 (or equivalent in local currency).
3. The rental of a **Vehicle** which at its first date of registration is more than 20 years old.
4. Wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs

taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) self exposure to needless peril (except in an attempt to save human life).

5. War.
6. Persons not permitted to drive under the **Rental Agreement**.
7. Expenses paid or waived by the **Rental Agreement**.
8. Intentional acts.
9. Persons under the age of 21 or over 84, at the point in time when the car rental booking is made.
10. Claims or incident which may give rise to a claim not notified direct to the claims office in writing within 31 days.
11. Rentals that are for more than 31 days' duration.

## Claims

To notify the **Insurer** of a claim in the first instance please telephone Membership Services 02392 676061 or email [claims@white-horse.ie](mailto:claims@white-horse.ie) as soon as possible. **You** must give all information or help that **You** are asked for. **You** must not settle, reject, negotiate or agree to pay any claim without the **Insurers** written permission.

Further details of how to claim are included in the policy document.

## Your right to cancel

**You** have the right to cancel this policy. **You** have a statutory period of 14 days within which to cancel this policy starting on the day **You** open **Your** Gold account. As the **Insurer** does not charge a separate premium for this insurance **You** will not receive a refund should **You** wish to cancel.

## How to complain

The **Insurer** aims to give customers a high standard of service at all times. If **You** are unhappy with the **Insurers** service for any reason or have cause for complaint, please write to:

The Customer Experience Manager  
White Horse Insurance Ireland dac.  
Suite 4  
Rineanna House  
Free Zone West  
Shannon  
County Clare  
Republic of Ireland

Or by email: [complaints@white-horse.ie](mailto:complaints@white-horse.ie)

If the matter is still not resolved to **Your** satisfaction, **You** may refer the matter to:

The Financial Services Ombudsman's Bureau  
3rd Floor  
Lincoln House  
Lincoln Place

Dublin 2  
Republic of Ireland

As White Horse Insurance Ireland dac. operates from outside the UK **You** will not have redress with the Financial Ombudsman Service in respect of disputes with the **Insurer**.

## Compensation

White Horse Insurance Ireland dac. is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Car Rental Loss Damage Waiver Insurance Policy Document

This document is not a Contract of Insurance but an Insurance Policy held by **Us** which provides Insurance benefits and coverage held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

The Loss Damage Waiver Insurance is underwritten by White Horse Insurance Ireland dac. (formerly White Horse Insurance Ireland Limited). Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. is authorised and regulated by the Central Bank of Ireland.

The Insurance is held by **Us** and **We** are the only policyholder and only **We** have direct rights under the Contract of Insurance against White Horse Insurance Ireland dac. These rights are held for the benefit of (and in trust for) account holders and other **Beneficiaries**.

This document details the benefits available under the Policy of Insurance held by **Us**: it does not give account holders direct rights under the policy. Strict compliance with the **Insurers** policy terms are required if **You** are to receive any benefit. Under the Insurance Conduct of Business rules, account holders will not be customers of White Horse Insurance Ireland dac. The provision of these Insurance benefits to account holders falls outside regulation by the Financial Conduct Authority. The conditions that appear in this **Insurance Guide** reflect the contract between **Us** and the **Insurer**, and must be complied with. Failure to comply may mean that claims will not be paid under the Insurance.

**Policy number: P02047**

## We recommend that you read the policy carefully.

This guide outlines the Loss Damage Waiver benefits available with the Gold account.

Cover continues automatically as long as:

- (i) **You** remain a Gold account holder and
- (ii) the Insurance continues to be placed with White Horse Insurance Ireland dac. by **Us**. From time to time it may be necessary to alter this policy. When this situation arises **You** will be given 30 days notice. Any such alteration will only apply to rentals booked by **You** from the time of receipt of that advice or some other future specified date.

Please note that upon surrender, cancellation or termination of the Gold account, the benefits under this policy will no longer be available to **You**.

The insurance is underwritten by White Horse Insurance Ireland dac. Registered Number 306045, Registered Office: Suite 4, Rineanna House, Free Zone, West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. is authorised and regulated by Central Bank of Ireland.

## What is covered

The **Insurers** shall indemnify **You**, if named on the **Rental Agreement**, during a period of rental for specific damage incurred up to £50,000 (or equivalent in local currency), 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 the rental company's Loss Damage Waiver (LDW) or any similar provision, or where such coverage does not extend to the terms contained herein.

## Enhancements:

### Restitution of holiday

This policy will provide a benefit of £20 per day (up to a maximum of £200), if the car rental is cancelled or cut short on the advice of a physician. The **Beneficiary** 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 **Beneficiary** must present both **Rental Agreement** document and a medical certificate as to the time he/she has been confined to bed. The car rental must be confirmed for at least a minimum of seven days, proof of the booking and duration of rental may be requested by White Horse Administration Services Ltd. Total limit of indemnity is £200.

### Drop-off charges

In the event of there being no named **Beneficiary** on the **Rental Agreement** form, to return the rental car to the originating car rental station following an accident/illness, for which hospitalisation takes place, the policy will indemnify the **Beneficiary** up to, but not exceeding, £200 to pay for drop-off charges incurred through the car rental station. White

Horse Administration Services Ltd. must be informed immediately of this situation. All negotiations to be left to White Horse Administration Services Ltd. and the **Vehicle** rental station. One way rentals excluded.

### Lock-out

In the event that a named **Beneficiary** unintentionally locks himself/herself out of a **Rental Vehicle**, the costs incurred up to a maximum of £50 to open the car (without causing any further damage to the said rental car) will be reimbursed. The rental company must approve the locksmith. All receipts are to be retained and presented by the named **Beneficiary** to White Horse Administration Services Ltd. for the reimbursement to be approved. Failure to follow these steps may void this policy.

Geographical limit: Worldwide

## General conditions

1. All certificates, information and evidence required in support of **Your** claim shall be furnished at **Your** expense.
2. Except with the written consent of the **Insurers**, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The **Insurers** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.
3. The **Insurers** may at their own expense take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity provided under this policy and any amounts so recovered shall belong to the **Insurers** and **You** shall render all reasonable assistance to the **Insurers**.
4. All claims hereunder shall be governed by the laws of England and Wales whose courts alone shall have jurisdiction in any dispute arising under this policy.
5. All **Beneficiary** drivers must hold a valid UK or internationally recognised driving licence.
6. Communication of and in connection with this policy shall be in the English language.
7. Cover under this section is provided for the rental of one **Vehicle** (as defined) at any one time which may be driven and operated by those as detailed on the **Vehicle Rental Agreement**, the lead name of which must be an account holder, during the **Rental Period**.
8. Cover will take effect from the time **You** take legal control of the **Rental Vehicle** and will cease at the time the rental company assumes control of the **Rental Vehicle** whether at its business location or elsewhere. **Losses** are limited to costs which would have been waived had the **Beneficiary** paid the Loss Damage Waiver (LDW) or similar.

## What is not covered

The **Insurers** shall not be liable for claims directly or indirectly occasioned by happening through or in consequence of:

1. **Your** use of 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).
2. **Your** use of alcohol that exceeds the local legal limit.
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
4. Where there is dual insurance, please advise **Us**, as the **Insurer** will only pay their proportion of the **Loss**.
5. **Losses** occurring from driving **Vehicles** on safaris or adventure trails.
6. Any fraudulent, dishonest or criminal act committed by the **Beneficiary** person(s) or another person(s) with whom he/she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
7. 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 other **Vehicles** which are not **Rental Vehicles**.
10. Wear and tear, gradual deterioration, or mechanical breakdown.
11. **Losses** arising out of illegal activities.
12. Driving by **Beneficiaries** who are not named on the **Rental Agreement**.
13. The rental of any **Vehicle** which at its first date of registration is more than 20 years old.
14. Rental of a **Vehicle** with a Retail Purchase Price in excess of £50,000 (or equivalent in local currency).
15. The rental of certain **Vehicles** namely: motor cycles, motor homes, camper vans, trailers or caravans, trucks, factory altered **Vehicles**, commercial **Vehicles**, vans and **Vehicles** with more than nine seats.
16. Expenses reimbursed by the **Beneficiary** employer's insurers.
17. **Losses** occurring from driving whilst not on a public highway.

## Claims

To notify the **Insurer** of a claim in the first instance please contact:

Membership Services Tel: 02392 676061

Email: [claims@white-horse.ie](mailto:claims@white-horse.ie)

Alternatively, **You** can write to the **Insurer** at:

White Horse Administration Services Ltd.  
Claims Department  
PO BOX 5633  
Walsall  
WS6 9BB  
United Kingdom

**You** must give all information or help that **You** are asked for. **You** must not settle, reject, negotiate or agree to pay any claim without the **Insurers** written permission.

**The policy number is P02047.**

## Your right to cancel

**You** have the right to cancel this policy. **You** have a statutory period of 14 days within which to cancel this policy starting on the day **You** open **Your** Gold account. As the **Insurer** does not charge a separate premium for this Insurance **You** will not receive a refund should you wish to cancel.

## How to complain

**Our** promise to **You** is that the **Insurer** will always be fair and reasonable whenever **You** need the protection of this policy and that the **Insurer** will act quickly to provide that protection.

If **You** ever feel that the **Insurer** has not kept their promise, **You** should contact:

The Customer Experience Manager, White Horse Insurance Ireland dac. Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland.

As White Horse Insurance dac. operates from outside the UK **You** will not have redress with the Financial Ombudsman Service with respect to disputes with the **Insurer**.

A copy of the **Insurers** complaints procedure leaflet is available on request.

## Compensation

White Horse Insurance Ireland dac. is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Data Protection

Isle of Man Bank Limited does not share **Your** data with the **Insurer**.

Please note that any information **You** provide to the **Insurer** will be processed by the **Insurer**, in compliance with the provisions of the UK Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## Your rights

Under the UK Data Protection Act 1998, **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information the **Insurer** holds about **You**, if you believe that any of the information the **Insurer** is holding is incorrect or incomplete, please let the **Insurer** know as soon as possible. To provide a copy of the information the **Insurer** may ask **You** for a small fee.

## Data transfer consent

By making a claim under this Insurance **You** consent to the use of **Your** data by the **Insurer** as described below.

## Data protection policy

White Horse Insurance Ireland dac. is committed to protecting **Your** privacy including sensitive personal information. Please read this section carefully as acceptance of this policy will be regarded as having read and accepted these terms.

## Sensitive information

Some of the personal information the **Insurer** asks **You** for may be sensitive personal data, as defined by the UK Data Protection Act 1998 (such as information about health or criminal convictions). The **Insurer** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in this policy document.

## How the insurer use and protect your information and who the insurer share it with?

The **Insurer** will use **Your** information to manage **Your** Insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details the **Insurer** holds about **You**.

Details on how Isle of Man Bank Limited uses "your information" can be found in our Personal Banking Account Terms booklet.

## Marketing

White Horse Insurance Ireland dac. in compliance with the provisions of the UK Data Protection Act 1998 will not use **Your** data for marketing purposes. All information provided is used to manage **Your** Insurance policy only.

Furthermore, please note that any information provided to White Horse Insurance Ireland dac. will be processed by the **Insurer** and their agents will be in compliance with the provisions of the UK Data Protection Act 1998 as amended, for the purpose of providing Insurance and handling claims, if any, which may necessitate such information being provided to third parties.

Failure to provide answers in-line with the requirement of the Act may mean that this policy is invalid and that it does not operate in the event of a claim.

## Jurisdiction and law

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

## Financial crime policy statement

The **Insurer** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Policy Period** the **Insurer** may cancel this policy immediately by recorded delivery letter to the correspondence address held on file. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.

Isle of Man Bank Limited (IOMB). Registered Company Number: 1 Isle of Man. Registered Office: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Tel. 01624 637000. Licensed by the Isle of Man Financial Services Authority in respect of Deposit Taking, Investment Business and registered as a General Insurance Intermediary.

If you are not satisfied with any of our products or services, we have a complaints procedure that you can use. A leaflet giving details of the procedure is available from your branch on request.

Our services are not offered to any person in any jurisdiction where their advertisement, offer or sale is restricted or prohibited by law or regulation or where we are not appropriately licensed.

Internet e-mails are not necessarily secure as information might be intercepted, lost or destroyed. Please do not e-mail any account or other confidential information.

The Car Rental Loss Damage Waiver Insurance cover together with the Private Motor Excess Insurance is provided by White Horse Insurance Ireland dac. Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. are authorised and regulated by the Central Bank of Ireland.

Should you have a complaint about a claim, this should be sent to The Customer Experience Manager, White Horse Insurance Ireland dac. Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland.

If you remain dissatisfied you may refer your complaint to the Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Road, Dublin 2, Republic of Ireland. Telephone + 353 (0) 1662 0899.

Calls may be recorded.