



Collision Damage Waiver Insurance Policy

Contents

	Page
Important telephone numbers	1
Summary of cover	1
Important information	2-3
Definition of words	3-4
General exclusions	4
Conditions	5
Making a claim	6
Making a complaint	6
Section 1 – Accidental damage excess reimbursement	7
Section 2 – Personal possessions	7
Section 3 – Rental car key cover	8

Important telephone numbers

Customer Services:	0818 444447
Claims:	0818 286523

Summary of cover

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions.

Cover	Limit (up to)
Accidental damage excess reimbursement	€3,500 each claim (€5,000 during the policy year)
Personal possessions	€500 each claim
Rental car key cover	€500 each claim (€2,000 during the policy year)

Note

Some sections of cover also have extra sub limits, for example the personal possessions section has a single article limit and a limit on items where no proof of purchase is available.

Important information

Thank **you** for taking out CarHireExcess.com Collision Damage Waiver Insurance with **us**.

Your policy schedule shows the people who are covered and any special terms or conditions that may apply.

It is very important that **you** read the whole of this policy before **you** travel and make sure **you** understand exactly what is and is not covered and what to do if **you** need to claim.

If **you** need to contact **us**, **you** should call CarHireExcess.com Collision Damage Waiver Insurance on **0818 444447** or write to CarHireExcess.com, Unit 1 & 2, Plaza 212, Blanchardstown Corporate Park, Dublin 15, Ireland.

Insurer

Your CarHireExcess.com Collision Damage Waiver Insurance is underwritten Mondial Assistance Europe N.V. and administered in the Republic of Ireland by Mondial Assistance.

How your policy works

Your policy and policy schedule is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned the benefits and exclusions within each section, apply to each **person insured**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

Telling us about relevant facts

Before **you** travel **you** must tell **us** about anything that may affect **your** cover. If **you** are not sure whether something is relevant, **you** must tell **us** anyway. **You** should keep a record of any extra information **you** give **us**. If **you** do not tell **us** about something that may be relevant, **your** cover may be refused and **we** may not cover any related claims.

Cancellation rights

If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** policy schedule and return all **your** documents for a refund of **your** premium.

You can contact CarHireExcess.com, Unit 1 & 2, Plaza 212, Blanchardstown Corporate Park, Dublin 15, Ireland, or telephone **0818 444447**.

If during this 14 day period **you** have travelled, made a claim or intend to make a claim then **we** can recover all costs that **you** have used for those services.

Please note that **your** cancellation rights are no longer valid after this initial 14 day period.

Data protection

Information about **your** policy may be shared between CarHireExcess.com, Blue Insurances Limited, Mondial Assistance and Mondial Assistance Europe N.V. or any member of the Mondial Assistance Group for underwriting purposes.

You should understand that the information **you** provide will be used by **us**, **our** representatives (if applicable), the **insurer**, other insurers and industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure **your** information is held securely.

Your information will not be shared with third parties for marketing purposes. **You** have the right to access **your** personal records.

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the **UK FSCS**. **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 cover is limited up to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **UK +44 20 7892 7300**, or by visiting their website at **www.fscs.org.uk**.

Governing law

Unless agreed otherwise, Irish law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the Irish courts shall have exclusive jurisdiction.

Third party rights

This contract of insurance is intended solely for the benefit of **you** and **us**. Unless otherwise specifically provided, nothing in this contract of insurance shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or entity not a party to this contract of insurance.

Renewal of your insurance cover

If **you** have annual cover, CarHireExcess.com will send **you** a renewal notice prior to the expiry of the **period of insurance** as shown on **your** policy schedule.

The terms of **your** cover and the premium rates may be varied by **us** at the renewal date. CarHireExcess.com will give **you** at least 21 days written notice before the renewal date should this happen.

At renewal **you** must tell **us** about relevant facts as this may affect the cover provided. If **you** do not do this, it may invalidate **your** insurance.

Definition of words

When the following words and phrases appear in the policy document or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

Area of cover

Worldwide (excluding Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Burma, Sudan and Zimbabwe).

Home

Your usual place of residence in the Republic of Ireland.

Insured vehicle

The vehicle owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your** rental agreement. The vehicle must:

- be no more than 10 years old;
- have no more than 10 seats;
- not be driven off a Public Highway;
- not be a motor home, campervan, commercial vehicle, minibus with 10 seats or more, motorcycle or moped;
- have a retail purchase price of less than **€70,000**.

Insurer

Mondial Assistance Europe N.V.

Pair or set

A number of items of **personal possessions** that belong together or can be used together.

Period of insurance

- For single rental cover
The cover for all sections starts at the beginning of **your rental period** and finishes at the end of **your rental period**.
- For annual cover
The cover for all sections begins on the start date shown on **your** policy schedule or the start of **your rental period**, whichever is the later and finishes at the end of **your rental period**.
- For single rental and annual cover
All cover ends on the expiry date shown on **your** policy schedule.

Personal money

Cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets.

Personal possessions

Each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables** and passport).

Rental period

The dates **you** have arranged to hire the **insured vehicle**, as confirmed on **your** rental agreement.

- For single rental cover
 - **you** will only be covered if **you** are aged between 21 and 84 at the date **your** policy was issued.
 - any other rental which begins after **you** get back is not covered.
 - a rental which is booked to last longer than 180 days is not covered.
 - rentals within the Republic of Ireland must be for at least 2 days and be more than 25 kilometers from **your home** (unless it involves a sea crossing).
- For annual cover
 - **you** will only be covered if **you** are aged between 21 and 84 at the start date of **your** policy.
 - a rental which is booked to last longer than 62 days is not covered, unless we agree otherwise in writing.
 - rentals within the Republic of Ireland must be for at least 2 days, be more than 25 kilometers from **your home** (unless it involves a sea crossing) and have the extra premium paid.

Resident

A person who has their main **home** in the Republic of Ireland and has not spent more than six months abroad during the year before the policy was issued.

United Kingdom (UK)

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Valuables

Jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

We, our, us

Mondial Assistance which is a trading name of Assistance Services Corporation of Ireland Limited (ASCI) who administer the insurance and forward claim forms to the **insurers UK** branch, and Mondial Assistance (UK) Limited, which administer the insurance and handle claims on behalf of the **insurer**.

You, your, person insured

Each person shown on the policy schedule who is authorised to drive the **insured vehicle** and for whom the appropriate insurance premium has been paid.

General exclusions

The following exclusions apply to the whole of **your** policy:

We will not cover **you** for any claim arising from, or consisting of, the following:

- 1 A relevant fact that **you** knew about before **you** travelled, unless **we** agreed to it in writing.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism, weapons of mass destruction.
- 3 Any epidemic or pandemic.
- 4 **You** not following any suggestions or recommendations made by any government or other official authority including the Department of Foreign Affairs during the **period of insurance**.
- 5 **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
- 6 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 7 Any currency exchange rate changes.
- 8 The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- 9 **You** acting in an illegal or malicious way.
- 10 Any loss caused as a direct or indirect result of anything **you** are claiming for, for example loss of earnings, unless it says differently in the policy.

Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

- 1 **You** are a **resident** of the Republic of Ireland.
- 2 **You** take reasonable care to protect the **insured vehicle** and **your** property against accident, injury, loss and damage and act as if **you** are not insured and to minimise any potential claim.
- 3 **You** have a valid policy schedule.
- 4 **You** accept that **we** will not extend the **period of insurance**:
 - for single rental cover if the original policy plus any extensions have either ended, been in force for longer than 180 days or **you** know **you** will be making a claim.
 - for annual cover beyond the expiry of **your** policy.
- 5 **You** contact **us** as soon as possible with full details of anything which may result in a claim and give **us** all the information **we** ask for. Please see section 'Making a claim' for more information.
- 6 **You** accept that no alterations to the terms and conditions of the policy apply, unless **we** confirm them in writing to **you**.
- 7 **You** are not aged:
 - 20 or under and 85 or over at the date **your** policy was issued for single rental cover.
 - 20 or under and 85 or over at the start date of **your** policy for annual cover.

We have the right to do the following

- 1 Cancel the policy if **you** do not tell **us** about a relevant fact or if **you** tell **us** something that is not true, which influences **our** decision as to whether cover can be offered or not. A full premium refund will be given and depending on the circumstances **we** may report the matter to the police.
- 2 Cancel the policy and make no payment if **you** make a fraudulent claim. **We** may in these instances report the matter to the police.
- 3 Only cover **you** for the **rental period** and not issue a policy if **you** have already started **your rental period**.
- 4 Take over and deal with, in **your** name, any claim **you** make under this policy.
- 5 Take legal action in **your** name (but at **our** expense) and ask **you** to give **us** details and fill in any forms, which will help **us** to recover any payment **we** have made under this policy.
- 6 Only refund or transfer **your** premium if **you** decide that the policy does not meet **your** needs and **you** have contacted **us** within 14 days from the date **you** receive **your** policy and policy schedule. **We** can recover all costs that **you** have used if **you** have travelled or made a claim or intend to make a claim.
- 7 Not to pay any claim on this policy for any amounts covered by another insurance. In these circumstances **we** will only pay **our** share of the claim.
- 8 If **you** cancel or cut short **your rental period**:
 - All cover provided on **your** single rental policy will be cancelled without refunding **your** premium.
 - All cover provided on **your** annual policy for that **rental period** will be cancelled without refunding **your** premium.
- 9 Ask **you** to pay **us** back any amounts that **we** have paid to **you** which are not covered by this policy.

Making a claim

To claim, in the first instance, phone **0818 286523** and ask for a claim form or write to: CarHireExcess.com Collision Damage Waiver Insurance Claims Department, 2 Bracken Court, Bracken Road, Sandyford, Dublin 18. **Your** claim form will then be forwarded to the **insurers UK** branch for assessment at Mondial Assistance (UK) Limited, PO Box 1900 Croydon CR90 9BA United Kingdom.

You should fill in the form and send it to **us** as soon as possible with all the information and documents **we** ask for. It is essential that **you** provide **us** as much detail as possible to enable **us** to handle **your** claim quickly. Please keep photocopies of all information **you** send **us**.

You will need to obtain some information about **your** claim while **you** are away. Below is a list of the documents **we** will need in order to deal with **your** claim.

For all claims

- **Your** original policy schedule, rental agreement and travel documents showing the dates and times of travel.
- Original receipts and accounts for all expenses **you** have to pay.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss.
- As much evidence as possible to support **your** claim.
- A copy of driving licence of the person driving the **insured vehicle** at the time of the accident.

Accidental damage excess reimbursement

- Detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies).
- Full details of any witnesses, providing written statements where available.
- Detailed account of the circumstances that led to the accident / damage / theft / loss of use of the **insured vehicle**, including where appropriate a written police report.

Personal possessions and Rental car key cover

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If appropriate, **you** should also report the theft, damage or loss to **your** courier or hotel / apartment manager and ask for a written report.
- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged **personal possessions**.
- Keep any damaged items as **we** may need to inspect them. If **we** make a payment, or **we** replace an item, the item will then belong to **us**.
- Obtain an estimate for repair for all damaged items.

Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

In the first instance, please contact:

The Quality Standards Manager,
Mondial Assistance Europe N.V.,
C/O Mondial House,
102 George Street,
Croydon, CR9 1AJ
United Kingdom.

Please supply **us** with **your** name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

If **you** are not satisfied with **our** final response **you** can refer the matter to the UK Financial Ombudsman Service.

Section 1 - Accidental damage excess reimbursement

WHAT YOU ARE COVERED FOR

We will pay up to **€3,500** in total (but no more than **€5,000** in total during the policy year), for the reimbursement of the accidental damage excess applied to **your** car hire insurance, if the **insured vehicle** is damaged or involved in an accident during the **rental period**.

WHAT YOU ARE NOT COVERED FOR

Any claim where **you** have not followed the terms of **your** rental agreement.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 2 - Personal possessions

WHAT YOU ARE COVERED FOR

Up to **€500** in total for **your personal possessions** damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the **insured vehicle**, during **your rental period**.

There is also a single article, **pair or set** limit of **€150**. We will need an original receipt, proof of ownership or an insurance valuation for all items claimed for. Where these are not available the most we will pay is up to **€75** for each item, with a maximum of **€200** in total for all such items.

Note

It will be **our** decision to pay either:

- the cost of repairing **your** items;
- to replace **your** belongings with equivalent items; or
- the cost of replacing **your** items. An amount for wear, tear and loss of value will be deducted.

WHAT YOU ARE NOT COVERED FOR

More than the part of the **pair or set** that is stolen, or damaged.

Breakage of or damage to:

sports equipment while it is being used, fragile articles, audio, video, computer, television, fax and phone equipment.

Loss or damage due to the climate, wear and tear, loss in value, process of cleaning, moths or vermin.

The cost of replacing or repairing false teeth.

A claim for more than one mobile phone per **person insured**.

Loss or theft of, or damage to the following.

- More than **€75** for each item, with a maximum of **€200** in total for all items where **you** are unable to provide a receipt or other proof of purchase
- Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or discs, unless they were pre-recorded, in which case we will pay up to the replacement cost.
- Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
- Contact or corneal lenses, unless following fire or theft.
- Bonds, share certificates, guarantees or documents of any kind.
- **Personal possessions** unless they are on **your** person, or they are out of sight in the locked boot or covered luggage area or glove box of the **insured vehicle**.
- **Personal money**.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 3 - Rental car key cover

WHAT YOU ARE COVERED FOR

We will pay up to €500 in total (but no more than €2,000 in total during the policy year) to replace rental car keys if these are lost, stolen, or damaged during the **rental period**. This will also include where necessary the costs to replace locks or for a locksmith to break into the **insured vehicle**.

WHAT YOU ARE NOT COVERED FOR

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

CarHireExcess.com, a trading name of Blue Insurances Limited,
Registered address Plaza 212, Blanchardstown Corporate Park, Dublin 15, Ireland Registered No. 345681

This insurance is provided and arranged by Blue Insurances Limited,
regulated by the Irish Financial Regulator.

CarHireExcess.com Collision Damage Waiver Insurance is underwritten by Mondial Assistance Europe N.V. and is administered as a branch in the UK by: Mondial Assistance (UK) Limited, Registered in England No 1710361
Registered Office: Mondial Assistance (UK) Limited, Mondial House, 102 George Street, Croydon CR9 1AJ.
www.mondial-assistance.co.uk

Mondial Assistance (UK) Limited within the UK is authorised and regulated by the Financial Services Authority (FSA).

Mondial Assistance Europe N.V. is authorised by De Nederlandsche Bank (DNB) in the Netherlands and regulated by the Irish Financial Services Regulatory Authority (Financial Regulator) for the conduct of Irish business by way of the Freedom of Services into Ireland in accordance with the European Union Third non-life directive.

Mondial Assistance (UK) Limited will act as agent for Mondial Assistance Europe N.V. with respect to the receipt of customer money and for the purpose of settling claims and handling premium refunds.

Blue Insurances Limited will act as agent for Mondial Assistance Europe N.V. with respect to the receipt of customer money and handling premium refunds.

3475CDW (1) 06/09