

Damage Refund Insurance

Benefit Table

Cover	Maximum Policy Limit €3,000
Excess or deposit reimbursement <ul style="list-style-type: none">– Excess or deposit charged by car hire company– Roof of the vehicle– Windows, windscreen or glass in sunroof– Undercarriage– Tyres	€3,000 €600 €800 €500 €100/ tyre for replacement or €50 repair/ flat tyre
Personal possessions <ul style="list-style-type: none">– Single article limit	€300 each claim €150
Misfuelling	Up to a maximum value of €300 per claim
Car Hire vehicle key cover	€550 each claim

Please note this policy is subject to a maximum indemnity limit of €3,000

Policy

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work.

Disclosures

ETrawler: This policy is provided by ETrawler trading as CarTrawler, an unlimited company registered in Ireland under company number 93433 whose registered office is at Classon House, Dundrum Business Park, Dundrum Road, Dublin 14, Ireland

Insurer: This policy is underwritten by INTER PARTNER ASSISTANCE SA, member of the AXA Assistance group, Avenue Louise 166, 1050 Brussels, Belgium, insurance company regulated by the National Bank of Belgium under the number 0487, Company number: 0415.591.055, RPM Brussels, ING 310-0727000-84

Eligibility

To be eligible for cover under this policy, **you** must meet the following criteria:

- The rental vehicle must be less than 10 years of age and valued at €70,000 or less.
- The rental vehicle must have no more than 9 seats.
- The rental vehicle must not be a motor home, campervan, commercial vehicle, minibus, motorcycle or moped.

- The rental period must not be longer than 62 days.
- **You** must be the person shown as a named driver on the rental agreement for the rental vehicle.

You should not buy this policy if the above criterias are not met.

What makes up this Policy?

This **Policy** along with your **Policy Schedule** form your insurance contract between **you** and **us** (Insurer).

Demands and needs

This policy meets the demands and needs of a person seeking to protect the amount they are liable to pay under their car hire agreement in the event of an incident affecting the vehicle during the period of hire and other loss incidental to the hire where the eligibility criteria are met.

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.

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

Cooling off period and cancellation

If **you** find that the cover provided under this policy does not meet **your** needs, **you** can cancel **your** policy up to 24 hours prior to **your** car hire agreement commencing. Please contact us on 00 44 203 740 9721 or email reserve@cartrawler.com and **we** will cancel this policy. **You** will receive a full refund of **your** premium provided **you** have not started **your** journey or made a claim and do not intend to make a claim.

No premium is refunded for policies cancelled less than 24 hours before your car hire agreement start.

We may cancel this policy by giving **you** at least 14 days written notice at **your** last known address if **you** cease to comply with the terms and conditions of this policy in any significant respect.

We may cancel this policy without giving **you** prior notice if, by law or other similar reasons **we** are prevented or otherwise impeded from providing it.

If **we** exercise our rights to cancel the policy under this section, **we** will refund the premium paid proportionate to the remaining period of insurance, unless **you** have made any claims.

We may cancel this policy without giving **you** prior notice and without refunding **your** premium if:

- **you** make or try to make a fraudulent claim under **your** policy
- **you** are abusive or threatening towards **our** staff

Jurisdiction and 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.

Definitions

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings:

Policy Schedule means the document that contains the name of the policy holder and gives details of the cover provided by this policy.

Excess means the amount **you** must pay towards any incident which is not covered under the Collision Damage Waiver clause in your Car hire agreement.

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

Incident means an unexpected event resulting in damage to the **Hire vehicle** caused by fire, vandalism, accident or theft occurring during **your hire period**, for which **you** are liable under the Car Hire agreement.

Hire vehicle means 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.

Insurer means Inter Partner Assistance SA

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

Period of insurance means **your hire period**. All cover ends on the expiry date shown on **your Policy Schedule**.

Personal money means 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 possession means each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by you (including your valuables and passport) in your rental vehicle.

Hire period means the dates for which **you** have arranged to hire the **hire vehicle**, as confirmed on **your** rental agreement.

Valuables means 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/Us/Our means Inter Partner Assistance SA and its authorised agents and suppliers.

You, your, Policyholder means each person shown on the **policy schedule** who is named on the rental agreement as being authorised to drive the rental vehicle and for whom the appropriate insurance premium has been paid for this policy.

Claims Handling

Some of the services under this policy will be provided by IPAs agent, AXA Travel Insurance (company number 426087). All companies are members of the AXA Assistance Group. If **you** wish to make a claim please refer to the How to make a claim section

Excess Cover

What is covered?

If **your** Hire vehicle is involved in an incident

We will reimburse **you** for the excess up to €3,000 for any single incident / during any one period of insurance in total for the following:

Up to €3,000 in total for amounts not covered under the collision damage waiver clause of your vehicle rental agreement but subject to the following:

- Up to €600 for damage to the roof of the Hire vehicle;
- Up to €800 for damage to the windscreen, windows or sunroof glass of the rental vehicle;
- Up to €500 for damage to the undercarriage of the Hire vehicle;
- Up to €100 for damage to each tyre that needs; replacing or up to €50 for each tyre that can be repaired of the Hire vehicle.

What is not covered?

- Any claim where **you** have not followed the terms of **your** Car Hire agreement;
- Damage to the hire vehicle interior;
- Mechanical failure of the hire vehicle;
- General wear and tear;
- Items showing as defective at the time the car hire agreement commenced;
- Driving off road;
- Commercial use.

Please refer to the **General Exclusions** and **General Conditions** sections.

Personal Possessions

What is covered?

Up to €300 in total for **your personal possessions** damaged following attempted theft or stolen from the locked boot, covered luggage area or glove box of the hire vehicle, during **your** Hire period.

The maximum amount **we** will pay for a single article, pair or set is €150.

Note:

It will be **our** decision, taking **your** circumstances into account, either:

- To pay the cost of repairing **your** items;
- To replace your belongings with equivalent **items**; or
- To pay the cost of replacing **your** items.

What is not covered?

You are not covered for more than €50 in total for:

- tobacco, alcohol, fragrances and perfumes.
- Breakage of or damage to fragile articles, audio, video, computer, television, fax and phone equipment.
- Loss or damage due to the climate, wear and tear, loss in value
- A claim for more than one mobile phone per person insured.

- Loss or theft of, or damage to, the following:
 - Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or disc
 - 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 the **General Exclusions** and **General Conditions** sections of this policy for further information on the cover **we** provide under this policy.

Car Hire Key cover

What is covered?

We will pay up to €550 in total to replace the Car hire vehicle keys if these are lost, stolen, or damaged during the hire period. This will also include, where necessary, the costs to replace locks or for a locksmith to break into the rental vehicle.

What is not covered?

Please refer to the **General Exclusions** and **General Conditions** sections for further information on the cover we provide under this policy.

Misfueling

What is covered?

- Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- Recovery of the rental vehicle, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- You can only claim once per **period of insurance**.
- Reimbursement for costs up to a maximum value of €300 per claim.

What is not covered?

- **You** will be responsible for paying any costs in excess of €300 per claim;
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your** hire vehicle whether or not caused as a result of misfuelling or the cost of

hiring an alternative rental vehicle in the event mechanical or component damage is sustained;

- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of misfuelling;
- Any vehicle or vehicles other than the hire vehicle or vehicles listed on the rental agreement.

Please refer to the **General Exclusions** and **General Conditions** sections.

General Exclusions

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

We will not cover **you** for any claim arising from the following:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism or weapons of mass destruction.
2. Any epidemic or pandemic.
3. **You** not following any suggestions or recommendations made by any government or other official authority including the Foreign and Commonwealth Office during the **period of insurance**.
4. **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
5. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
6. Any currency exchange rate changes.
7. 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.
8. **You** acting in an illegal or malicious way.
9. Any loss caused as a direct or indirect result of anything **you** are claiming for
10. Any damage covered by **your** vehicle Car Hire agreement.
11. Any damage that occurs as a result of **your** use of alcohol or drugs (other than drugs prescribed by a medical practitioner).
12. Anything arising out of misuse of the Hire vehicle.
13. Failure to comply with any law or equivalent requirements in the jurisdiction in respect of which the vehicle rental agreement has been made.
14. Any incidents if the rental vehicle is driven off a Public Highway;
15. Claims where the **excess** is waived or reimbursed or not exceeded.

16. Rental vehicles not named in the Car Hire agreement.

17. Any defect or damage which existed at the time that **you** commenced **your** Car Hire agreement.

18. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General 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** take reasonable care to protect the rental vehicle and **your** property against accident, injury, loss and damage and act as if **you** are not insured and to minimise any potential claim.
2. **You** have a valid rental agreement.
3. **You** accept that **we** will not extend the **period of insurance** beyond the term of the original rental agreement.
4. **Your** claim must be notified to **Us** within 6 months of the incident
5. Please provide **us** with full details of anything that may result in a claim and give us all the information we ask for. Please see section '**How to Make 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. This insurance contract is between **you** and **us**. Any person or company who is not party to this policy has no right to enforce any condition of this policy.

How to Make a Claim

Your claim will be handled by a service provider appointed by **us**

Visit our claims web site:

www.axahirecarclaims.com where **you** will be able register **your** claim online and upload copies of the following documentation:

For all claims

- **Your** original **Policy Schedule**, signed rental agreement, confirmation of the condition of the vehicle at the time the rental agreement commenced and evidence from the rental company that **you** are being held liable in relation to **your** claim.
- 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 the driving licence of the person driving the rental vehicle at the time of any incident.

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Detailed account of the circumstances that led to the damage of the rental vehicle, including where appropriate a written police report.

Additional documentation in relation to Personal possessions and Rental vehicle key claim

- 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.
- 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.

If you have a query please email

claim-eng@axa-travel-insurance.com

Complaints Procedure

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that we have not provided the service **you** expected. When this happens, we want to hear about it so that we can try to put things right.

If **you** have a complaint about our service, **you** can use the below details to contact us :

Email address:

claim-eng@axa-travel-insurance.com

We will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Ombudsdienst Verzekeringen

by writing to:

Ombudsdienst Verzekeringen de Meeûsplantsoen 35, 1000 Brussel, Belgium website: www.ombudsman.as

Use of Your Personal Data

Please read the paragraphs below, which define how **we** use information about **you** for the purpose of providing **you** with claims services and also to help us prevent and detect fraud, money laundering or similar activity

We appreciate the importance of the protection, confidentiality and security of **your** information.

Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, we have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

We monitor and record phone calls to help maintain **our** quality standards and for security purposes.

Please let us know if you think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, or if the law requires **us** to disclose it.