

COLLISION DAMAGE WAIVER & SUPPLEMENTAL LIABILITY PLUS EXCESS INSURANCE

TERMS AND CONDITIONS

This insurance is sold and administered by Cover-More Blue Insurance Services Limited trading as Carhireexcess.com/Carhireexcess.ie (referred to as the '**policy administrator**'). Cover-More Blue Insurance Services Limited trading as Carhireexcess.com/ Carhireexcess.ie is regulated by the Central Bank of Ireland. The insurance is underwritten by NEWLIN EUROPE VERSICHERUNG AG, a company registered in Germany by Bundesanstalt für Finanzdienstleistungsaufsicht, registration number 5228, and whose registered office is at Schanzenstr. 38, 51063 Cologne, Germany.

Defend Insurance Holding s.r.o. (referred to as the '**claims administrator**') is appointed by **us** to handle all claims under this insurance. **You** can find their details in Section 10 (How to Make a Claim).

This is **your** insurance policy which includes important details about the cover provided and any exclusions that may apply. It is only valid when **you** have also received **your policy schedule** which also includes the information **you** gave **us** when **you** applied. These two documents should be kept in a safe place, as together they make up the entire insurance contract between **you** and **us** (the insurer).

Please check them carefully to make sure they give **you** the cover **you** want. If you have any questions, there is anything that **you** do not understand, or if **you** need to make any changes to the information disclosed when **you** arranged this insurance please contact Carhireexcess.com/Carhireexcess.ie on 014854113 or email info@carhireexcess.ie.

CERTIFICATION OF COVER

This policy and **your policy schedule** certify that insurance is effected between **you** and **us**.

We have entered into a Coverholder Appointment Agreement with Cover-More Blue Insurance Services Limited for which **we** have authorised them to sign these documents on **our** behalf.

In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

For and on behalf of Cover-More Blue Insurance Services Limited, as agent of NEWLIN EUROPE VERSICHERUNG AG.



1. INTRODUCTION

What is Collision Damage Waiver & Supplemental Liability Plus Excess Insurance?

This policy covers **you** for the car hire insurance **excess**, which is the amount **you** are responsible for paying towards repair costs if the **rental vehicle** suffers any covered **damage**. Excess reimbursement is designed to repay **you** the amount of any **excess** or repair costs **you** have to pay under the terms of the **rental agreement** following externally caused **damage** to the **rental vehicle** such as bumps or scratches. When **you** purchased this policy **you** were given the option to add Supplemental Liability cover (SLI), if purchased this will be shown on **your policy schedule**. Where SLI cover has been purchased, this policy provides cover for any amount **you** become liable for over and above the car hire company's own primary policy or primary liability insurance that has been sourced separately, up to USD 1,000,000 (or equivalent in local currency). This Supplemental Liability Insurance Extension will not provide primary liability cover.

Language

All insurance documents and all communications with **you** will be in easy to understand English.

Disability

If **you** have any disability that makes communication difficult, please tell Carhireexcess.com/ Carhireexcess.ie or Defend Insurance Holding s.r.o. whichever is applicable, and they will be pleased to help.

2. TO QUALIFY FOR COVER

- a) To apply for this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance **you** must be the person shown as the lead named driver on the **rental agreement** for a **rental vehicle**.
- b) **You** can include up to five **additional drivers** who are going to be using **your rental vehicle** as long as each additional **insured driver** is named as a driver on **your rental agreement**.
- c) **You** and all **additional drivers** must be aged between 21 and 84 years of age on the date of purchase of this insurance and must have a full valid driving licence, or hold a full valid internationally recognised licence to drive the **rental vehicle**.
- d) **You** and all **additional drivers** must be permanent residents in the Republic of Ireland.
- e) The length of cover selected for **your** policy (**the period of insurance**) cannot be less than the duration of **your rental agreement**.

3. DEFINITIONS

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in the policy.

“Additional Drivers” means persons listed as **additional drivers** on **your rental agreement**. Unless Family Cover has been purchased and is applicable, **additional drivers** cannot hire a **rental vehicle** independently from the lead named **insured driver** but can drive the **rental vehicle** unaccompanied by the lead named **insured driver**.

“Application” means any written or oral declaration together with any additional information **you** may

have supplied to **us** in support of **your** application for this policy.

“Assistance Company” means a company which acts on behalf of the **Car Rental Company**.

“Car Rental Company or Agency” means a company, which must be fully licensed with the regulatory authority of the country, state or local authority from which it operates (where applicable), which rents automobiles that it owns and operates for a fee.

“Claims Administrator” means Defend Insurance Holding s.r.o. **Claims administrator** acts as agent for NEWLIN EUROPE VERSICHERUNG AG in handling claims under this insurance.

“Damage” means externally caused **damage** to the **rental vehicle** during the period of **rental agreement** caused by fire, vandalism, **incident**, volcanic ash cloud or theft (including unrecoverable theft).

“Excess” means the amount as stated in the **rental agreement** that **you** are responsible for in the event of **damage**.

“Immediate Family” means **your** mother, father, brother, sister, daughter, son, foster child, husband, wife, co-habiting partner, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister or step-brother who must meet the requirements of Section 2 (To Qualify for Cover).

“Incident” means an accident involving **your rental vehicle** which results in externally caused **damage** such as a scratch, chip or dent that **you** are responsible for under the terms of **your rental agreement**.

“Insured Drivers” means **you** and other drivers covered by this policy, as long as they are named on the **rental agreement** and qualify for cover as specified in Section 2 above.

“Loss of Use” means the period during which the **rental vehicle** hired by **you** is not available for hire due to **damage** caused during the **Rental Agreement**. Loss of use charges are calculated at the same rate at which **you** paid when **you** hired the **rental vehicle**.

“Membership Card/Keys” means keys, key fobs and membership cards used to open and lock the **rental vehicle**.

“Period of Insurance” means the period of cover under this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance for which **we** have accepted the premium, as stated in **your policy schedule**.

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

“Policy Administrator” means Cover-More Blue Insurance Services Limited trading as Carhireexcess.com/Carhireexcess.ie. **Policy administrator** acts as agent for NEWLIN EUROPE VERSICHERUNG AG.

“Policy Schedule” means the document which forms part of the insurance contract between **you** and **us**. It contains **your** name and gives details of the options **you** have selected such as the **period of insurance**, territory and cover provided under **your** Collision Damage Waiver & Supplemental Liability Plus Excess Insurance.

“Rental Agreement” means the contract signed by the lead named **insured driver** and the **car rental company or agency** for the hire of a **rental vehicle** that specifies an **excess** amount for which **you** are liable.

“Rental Vehicle” means any single automobile owned and operated by a **car rental company or agency** that is hired under a short term contract UNLESS it is:

- More than 10 years old.
- Valued at more than EUR 70,000 (or equivalent in local currency).
- A motor home, camper van, trailer or caravan, van, commercial vehicle or truck, two or three wheeled vehicle, off-road vehicle, recreational vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats or over 3.5 tonnes.

“Trip(s)” means the period of a single **rental agreement** in respect of a single **rental vehicle** which is rented from a **car rental company or agency** for the period stated on the **rental agreement**.

“Valuables” means jewellery, watches, items made of or containing precious materials or semi-precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and telephone equipment (including mobile phones), MP3 players, PDAs, any pre-recorded electronic games, CDs, mini discs, DVDs, cartridges, video and audio tapes.

“We/Us/Our” means NEWLINE EUROPE VERSICHERUNG AG. **We** are the insurer for **your** Collision Damage Waiver & Supplemental Liability Plus Excess Insurance.

“You/Your” means the person who took out this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance and is named as the policyholder on the **policy schedule** and who must also be the person named as the lead named **insured driver** in the **rental agreement**.

4. WHEN AND WHERE COVER APPLIES

Valid rental agreement

This policy must have been purchased prior to the start and cover the entirety of a **rental agreement** for which **you** wish cover to apply. It is applicable to a single **rental agreement** at any time during the **period of insurance** and covers **you** plus any **additional drivers**.

Maximum rental period:

For single period cover **you** are covered for single **rental agreements** during the **period of insurance** shown on **your policy schedule** up to a maximum of 180 days. Should **you** need to extend the duration of **your** cover this must be done during the original **period of insurance** as shown on **your policy schedule**, prior to **your** first policy expiring to ensure there is no gap in coverage.

For annual cover this insurance covers **you** only for **rental agreements** that are for a period of up to 62 days.

Territory covered:

You are covered only when **you** use the **rental vehicle** in the territory specified in **your policy schedule**. This will be one of the following geographical areas:

Europe:

The countries of the continent of Europe plus Morocco, Tunisia, Turkey and Israel but excluding any **trip** in, to, or through Russia and Belarus.

World-wide (if selected and the additional premium is paid):

Anywhere in the world but excluding any trip in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, South Sudan, Syria or Zimbabwe.

5. WHAT IS COVERED

Section I (all policyholders)

Excess Reimbursement

We will reimburse **you** up to the policy limit stated below for the amount of **excess you** have to pay under the terms of **your rental agreement** if **your rental vehicle** is involved in a covered **incident** during the period of **your rental agreement** and it results in a charge being made to **you** by the **car rental company or agency** for:

- a) **damage** to the **rental vehicle** including **damage** to the windows, windscreen, tyres and wheels, headlights, the undercarriage or the roof.
- b) loss of use of the **rental vehicle** due to **damage**.
- c) towing costs relating to **damage**.
- d) administration fees **you** are liable to pay under **your** rental agreement as a direct result of **damage**.

Provided that following an **incident you** are held responsible for the **damage** and are liable for an **excess** amount as specified in **your rental agreement**.

Policy limit – the most **we** will pay

We will reimburse **you** for the **excess**, up to a maximum of EUR 7,500 (or equivalent in local currency), under a single **rental agreement**. **You** can claim more than once but in total **we** will only reimburse **you** up to a maximum of EUR 7,500 (or equivalent in local currency) during any one **period of insurance**. If a payment has been made in local currency any limits specified in this policy will be the equivalent in local currency based on the exchange rate that applied at the time of the purchase of **your** policy.

N.B. Where **you** were covered by any other insurance for the same **excess**, **we** will only pay **our** share of the claim. At any point during the **period of insurance we** will only cover one **rental agreement**, **rental agreements** may not overlap unless Family Cover has been selected and is applicable.

Automatic Extensions also Included in the Policy

Your policy automatically includes cover for the following costs and services:

Misfuelling Cover

This policy also covers **you** for costs incurred, up to a maximum of EUR 500 per claim, subject to a maximum of EUR 2,000 in any one **period of insurance**, for cleaning out the engine and fuel system and any towing costs in the event that **you** put the wrong type of fuel in **your rental vehicle**.

Car Rental Key Cover

This policy also covers **you** for costs incurred, up to a maximum of EUR 500 for each claim, subject to a maximum of EUR 2,000 in any one **period of insurance**, for replacing a **membership card/keys** for a **rental vehicle** that is lost, stolen or broken as a result of accidental damage prior to the vehicle's return, including replacement locks and locksmith charges.

Personal Possessions Cover

This policy also covers **you** for costs incurred, up to a maximum of EUR 500, for **your personal possessions** damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the **rental vehicle**.

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

All claims for stolen **personal possessions** cover will require a crime reference number. Please note that the policy does NOT cover the following:

- Bonds, share certificates, guarantees or documents of any kind; or
- Cash, traveller's cheques or bank cards

Vehicle lockout

In the event that **You** are unintentionally locked out of the **Rental Vehicle**, **We** will pay costs incurred up to a maximum of EUR 500 in total to open the **rental vehicle**, without causing any further damage to it.

The **Car Rental Company or Agency** must approve the locksmith and the Assistance Company is to approve this course of action prior to a locksmith being called out. All receipts are to be retained and presented by the named **insured driver(s)** to the Assistance Company for the reimbursement to be approved.

Failure to follow these steps may void this cover.

Car Jacking

We will pay **You** or **Your** legal representatives EUR 1,000 if **You** suffer a physical assault by another person which results in a physical injury as a result of **Your Rental Vehicle** being subject to a theft or attempted theft.

The maximum amount **We** will pay is EUR 1,000 in any one **period of insurance**.

Road Rage

We will pay **You** or **Your** legal representatives EUR 1,000 if **You** suffer a physical assault by another person which results in a physical injury as a direct result of an accident involving **Your Rental Vehicle**.

The maximum amount **We** will pay is EUR 1,000 in any one **period of insurance**.

Restitution

This section applies only to the first named **Insured Driver** on the **Policy Schedule**.

This policy will provide a benefit of EUR 25 per day if the **Rental Agreement** is cancelled or cut short on the advice of a physician as long as the **Assistance Company** is consulted.

You must be confined to a bed in a hospital, in a hotel or in private accommodation during the time that the **Rental Vehicle** was booked and paid for.

For a single claim, the maximum amount payable is EUR 300.

The maximum amount payable within this section for the policy period or period of the **Rental Agreement** is EUR 500. This is subject to:

- The **Rental Agreement** document and a Medical Certificate showing the time **You** have been confined to bed being presented;
- You have agreed to the **Rental Agreement** for at least seven (7) days;
- Additionally, the **Assistance Company** may request proof of booking and confirmation of duration of rental.

Drop Off

We will pay up to EUR 300 for drop off charges incurred in the event of **You** being unable to return the **Rental Vehicle** to the **Car Rental Company** due to:

- an accident where hospitalisation takes place;
- illness where hospitalisation takes place.

Subject to:

- the **Assistance Company** being made aware of the situation immediately;
- negotiations being made between the **Assistance Company** and the **Car Rental Company**.

Section II (only valid if 'worldwide' cover is selected and the additional premium is paid for 'worldwide' cover).

Collision Damage Waiver (CDW)

We will indemnify **you** for losses incurred during a **trip** in or through USA and Canada including the Caribbean, South and Central America, as a result of **damage** to the **rental vehicle** following a covered **incident** up to the lowest of:

- USD 100,000 (or the equivalent in local currency).
- the value of the **rental vehicle**; or
- the value of claim.

We will also pay legal costs incurred with **our** prior written consent for the defence of any claim which may be the subject of indemnity under this policy, subject to the above limits.

Section III (only valid if 'SLI' cover is selected and the additional premium for 'SLI' is paid)

Supplemental Liability Insurance

We will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and claimants' costs in respect of bodily injury and damage to property arising out of an accident resulting from the use of a **rental vehicle** during the **period of insurance** for a **trip** in or through the USA, Canada, the Caribbean, South or Central America. The Indemnity provided by this policy shall apply only in excess of amounts recoverable under the primary liability insurance and the maximum **we** will pay in respect of all claims arising from any one accident shall not exceed USD 1,000,000.

This Supplementary Liability Insurance Extension will not provide primary liability coverage and will only apply in excess of the primary liability insurance provided by the **car rental company or agency** or primary liability insurance that has been sourced separately.

Cover provided by the **car rental company or agency**

Where liability insurance coverage is provided by the agreement between **you** and the **car rental company or agency**, the amount of such liability coverage may be adequate and supplementary liability coverage provided by this policy may not be required.

Section IV (only valid for annual policies and only if selected and the additional premium is paid)

Family Cover

This extends the cover provided by the policy to **immediate family** members named on the **policy schedule**, and enables them to rent vehicles independently without the lead named **insured driver** accompanying them.

6. WHAT IS NOT COVERED

We will not reimburse **your excess** or any loss or expense in the following circumstances:

- a) Any costs or charges that do not directly relate to externally caused **damage** to the **rental vehicle** including, but not limited to, any costs due to mechanical or electrical failure of the **rental vehicle** or any parts that need replacing due to wear and tear, any charges relating to

a lack of fuel or airport surcharges.

- b) If the vehicle being hired is a motor home, camper van, trailer or caravan, van, commercial vehicle or truck, two or three wheeled vehicle, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 7 seats or over 3.5 tonnes or is more than 10 years old or valued at more than EUR 70,000 (or equivalent in local currency).
- c) Any rental of a private vehicle or a vehicle arranged via a peer to peer rental platform where the **rental vehicle** is not both owned and operated by a **car rental company or agency**.
- d) If **your** country of residence is outside the Republic of Ireland or if **you** or any other **insured driver** do not qualify for cover as set out in Section 2 (To Qualify for Cover).
- e) Where the **rental agreement** is for a period longer than **your period of insurance** or 62 continuous days on an annual policy or 180 days on a single trip policy (should **you** need to extend the length of **your** cover this must be done during the original period of insurance to ensure no gap in cover).
- f) Where **damage** is as a result of 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).
- g) Where **damage** is as a result of exposure to unnecessary danger except in an attempt to save human life.
- h) If **your** losses in respect of any property or expenses are more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
- i) Where **damage** arises from operation of the **rental vehicle** in violation of the terms of the **rental agreement**, including transporting contraband or illegal trade.
- j) Any credit card foreign currency transaction fees, or interest charges.
- k) Where expenses are assumed, waived or paid by the **car rental company or agency** or its insurer or a third party insurer of an involved vehicle.
- l) For **damage** to automobiles or other vehicles which are not **rental vehicles** except where Supplementary Liability cover (SLI) has been purchased and is applicable to **your** car hire agreement.
- m) For **damage** caused by wear and tear, gradual deterioration, insect or vermin.
- n) For losses caused by accidental **damage** to the interior or contents of the **rental vehicle** except where Supplementary Liability cover (SLI) has been purchased and is applicable to **your** car hire agreement.
- o) Where the **rental vehicle** is being driven by persons who are not named on the **rental agreement**.
- p) Where the expenses are reimbursed by the **insured driver's** employer's insurer.
- q) Where **damage** is the result of driving off road, on an un-made up road or a road that is not designated as a public thoroughfare.
- r) Any indirect costs **you** may incur as a result of **damage** occurring to the **rental vehicle** such as transport costs or the cost of hiring a replacement vehicle;
- s) Where **you** have been specifically alerted to the risk of possible **damage** to the **rental vehicle**, for example **you** have been warned of high water or the presence of animals that may cause **damage**.
- t) **We** will not pay any claim resulting from **you** travelling to a specific country or to an area where the Department of Foreign Affairs or a Local Government / Regulatory body has advised against all or all but essential travel.
- u) If **your** claim results in any way from:
 - v) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - w) any act of **terrorism**.
 - x) any act of war or **terrorism** involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent; or
 - y) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear

waste from the combustion of nuclear fuel.

- z) For the purpose of this exclusion, “**Terrorism**” means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s), whether acting alone, on behalf of or in connection with any organisation(s) or government(s), that is committed for political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or put the public, or any section of the public, in fear.
- aa) **We** will not pay for rental vehicle lockout:
- bb) Any costs exceeding EUR 500;
- cc) Where the locksmith is not approved by the **Car Rental Company or Agency**;
- dd) Where the course of action was not approved by the Assistance Company;
- ee) Where receipts and invoices for locksmith charges are not presented.
- ff) **We** will not pay **You** under Car Jacking cover where the physical assault:
 - gg) is caused by a relative or a person known to **You**;
 - hh) results in a physical injury which is not supported by medical evidence;
 - ii) is not reported to the police within twenty four (24) hours of the incident;
 - jj) is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**;
- kk) **We** will not pay any amount exceeding EUR 1,000.
- ll) **We** will not pay **You** under Road Rage cover where the physical assault:
 - mm) is caused by a relative or a person known to **You**;
 - nn) results in a physical injury which is not supported by medical evidence;
 - oo) is not reported to the police within twenty four (24) hours of the incident;
 - pp) is contributed to by anything said or done by **You** or any passenger in **Your Rental Vehicle**, other than the accident itself;
 - qq) where the **Rental Vehicle** is being driven by an additional driver not stated or named on the **Your Vehicle Rental Agreement** (up to 5 additional drivers).
- rr) **We** will not pay any amount exceeding EUR 1,000.
- ss) **We** will not pay **You** under Restitution cover:
 - tt) where the advice of a physician was not obtained;
 - uu) where the **Assistance Company** not consulted;
 - vv) where proof of the **Rental Agreement** is not available
 - ww) where a Medical Certificate is not available;
 - xx) any amount exceeding EUR 300 for a single claim.
 - yy) any amount exceeding EUR 500 during the policy period or period of the **Vehicle Rental Agreement**.
- zz) **We** will not pay **You** under Drop Off cover:
 - aaa) where proof of hospitalisation is not available;
 - bbb) where the **Vehicle Rental** is a One-Way Rental;
 - ccc) where the **Assistance Company** and the **Rental Company** are not involved in the negotiations.

7. GENERAL CONDITIONS

We take a robust approach to fraud prevention. If any information provided by **you** or anyone acting on **your** behalf is fraudulent or intended to mislead, **your** right to any benefit under this policy will end, **your** cover will be cancelled and **we** may recover any costs or expenses incurred by **us**. **We** may also inform the gardaí.

We hereby agree that all summonses, notices or processes requiring to be served upon **us** for the purpose of instituting any legal proceedings against **us** in connection with this insurance shall be properly served if addressed to **us**:

Newline Europe Versicherung AG
Schanzenstraße 38
Gebäude 81
51063 Köln
Germany

Tel: +49 221 9669 4510

Email: info@newlinegroup.de

We do not renounce **our** right to any special delays or periods of time to which **we** may be entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in Germany.

8. CANCELLATION

Cancellation by You

You may cancel this insurance within 14 days of arranging cover or, if later, within 14 days of receiving **your** policy documentation. This is known as the cooling-off period. **You** will be entitled to a full refund of the premium paid as long as **you** have not commenced **your trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** will be entitled to a full refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not commenced **your trip** or made a claim and do not intend to make a claim.

You can cancel at any time after the 14 day cooling off period and **we** will allow a proportionate refund of the premium paid, as long as **you** have not commenced **your trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** can cancel at any time after the 14 day cooling off period and **you** will be entitled to a full refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not commenced **your trip** or made a claim and do not intend to make a claim.

How do I cancel the contract?

To cancel the contract, visit Carhireexcess.ie/Contact where you will find a request cancellation button. Alternatively, you can contact us via Email: info@Carhireexcess.ie, Telephone: 014854113 or You can write to us: Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park D15 E4FN.

Cancellation by Us

- a) **We** will cancel **your** policy if **we** are unable to collect a premium payment from **you**.
- b) **We** may cancel **your** policy at any time by giving **you** 30 days written notice to **your** last known email address (or mailing address if **you** do not have an email address) provided by **you**. **We** may cancel **your** policy due to the non-payment of premium, if **you** use threatening or abusive behaviour or language or **we** have reasonable suspicion of fraud. This is not an exhaustive list.

9. AUTOMATIC RENEWAL OF YOUR POLICY – ANNUAL POLICIES ONLY

For **your** convenience, **we** will arrange for Carhireexcess.com/Carhireexcess.ie to automatically renew **your** cover each year (auto-renewal) unless **you** tell them not to (see telephone number below).

You will be contacted a month before the renewal date and told about any changes to the premium or to the policy terms and conditions. **You** will also be told if **we** are unable to renew **your** policy.

Before **your** policy renews, please make sure **you** tell Carhireexcess.com/Carhireexcess.ie about any changes to **your** personal details, including **your** credit or debit card details. For auto-renewal **we** are entitled to assume that **your** details have not changed and that **you** have the permission of the cardholder unless **you** inform Carhireexcess.com/Carhireexcess.ie otherwise. If **we** are unable to collect **your** premium **we** will notify **you** by email and **your** cover will lapse.

When **you** receive **your** renewal notice **you** must also provide Carhireexcess.com/Carhireexcess.ie with details of any changes to **your** requirements since **your** policy started (or since it was last renewed if **you** have held the policy for more than 1 year).

You will receive a confirmation from Carhireexcess.com/Carhireexcess.ie to advise that **your** policy has successfully renewed.

If **you** do not want **us** to arrange to auto-renew **your** policy, just call Carhireexcess.com/Carhireexcess.ie on 0148541113 or email info@Carhireexcess.ie. Otherwise they will collect the renewal premium from **your** credit or debit card.

10. HOW TO MAKE A CLAIM

Step 1 – Returning your rental vehicle

If **your rental vehicle** has been involved in an **incident** during the period of **your rental agreement** and this has resulted in externally caused **damage**:

- a) Take photos of the **damage**.
- b) Check that **you** are responsible for the costs under **your rental agreement**.
- c) Request an accident report and an invoice for the **damage**.
- d) Where possible always make payment using a credit card (**we** recommend payment is not made in cash).

Step 2 – Check your policy and notify the claim

Read this policy and **your policy schedule** first so that **you** are satisfied that **you** are covered for the claim **you** want to make. If **you** are not sure whether **you** can claim, please talk to the **claims administrator** who will be happy to help **you**.

If you have to make a claim then please visit our website at www.defend-online.eu/en/xsclaim and attach all the requested documents that are listed as mandatory in order for us to assess the claim. You should do this within 31 days of the end of the rental agreement in which the incident happened. If you have any queries regarding your claim or the process then you can contact your insurer's claims team:

Email: excessclaims@defendinsurance.co.uk Tel: 0818 444 210

Hours of operation: 9am -5pm Mon-Fri.

Please tell them the policy reference number which is shown in **your policy schedule**.

We will need copies of these documents:

- a) The **rental agreement**.
- b) **Your** Charge Receipt (if separate from the **rental agreement**).
- c) Police Report if the **incident** by law required the Police to attend.
- d) Photographs of the **damage** to the **rental vehicle** (and images of the vehicle before the **incident** if available).
- e) The accident report from the **car rental company or agency**.
- f) Invoices/Receipts/other documents confirming the amount **you** have paid in respect of damage for which the **car rental company or agency** holds **you**
- g) responsible.
- h) **Your** credit card statement showing payment of the damages claimed.
- i) Please provide the name and address of your bank together with the sort code and account details. This will assist reimbursement.

You may be required, on request, to provide a copy of **your** passport, driving licence and proof of residency. **We** may need to validate **Your** data for security reasons.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY, AND IN CERTAIN CIRCUMSTANCES, PREVENT PAYMENT OF YOUR CLAIM.

11. CLAIMS CONDITIONS

Reimbursement

You must repay **us** should **you** be reimbursed any amount from **your car rental company or agency** or a third party that relates to a claim that **you** have submitted to **us**.

Claims conduct

You must give **our claims administrator** any information or help that they ask for and **you** must not settle, reject, negotiate or agree to pay any claim without their written permission.

No person is entitled to admit liability on **our** behalf or to give any representations or other undertakings binding upon **us** except with **our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **your** name or the name of any **insured driver**.

Right of recovery

We may at **our** own expense take proceedings in **your** name or the name of the **insured driver** to recover compensation from any third party in respect of any indemnity provided under this insurance and any amounts so recovered shall belong to **us**. **You** and/or the **insured driver** must provide all reasonable assistance to **us**.

12. COMPLAINTS AND CONTACT DETAILS

Complaints

Every effort is made to provide **you** with a high standard of service. However, occasionally disputes or misunderstandings can arise and **you** need to know what to do if this happens.

Complaints about the sale of your policy

If **you** wish to make a complaint about the sale of this insurance or about its general administration please contact the **policy administrator**, Carhireexcess.com/ Carhireexcess.ie, Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park D15 E4FN, Ireland. Telephone: 014854113. Email: complaints@blueinsurance.ie

Complaints about a claim

If **you** wish to make a complaint about a claims matter, please contact the **claims administrator**. Email: customerservice@defendinsurance.co.uk. Telephone 0818 444 210.

Your complaint will be acknowledged in writing within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint in writing within 20 (twenty) business days of the complaint being made.

A decision on **your** complaint will be provided to **you** in writing within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29
Republic of Ireland

Tel: +353 1 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

LEGAL AND REGULATORY INFORMATION

Premiums and Claims – Your Rights

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **policy administrator** and the **claims administrator** act as **our** authorised agents. This means that when **you** pay a premium to the **policy administrator** it is deemed to have been received by **us**,

and that any valid claim **you** make with the **claims administrator** is not deemed to have been settled until **you** have received a payment.

Law and Legal Proceedings Applicable

Unless you and we agree otherwise, the law which applies to this contract is the law which applies to the Republic of Ireland.

Any legal proceedings between you and us in connection with this contract will, therefore, only take place in the courts of the Republic of Ireland.

Data Protection Short Form Privacy Notice

Who We Are

We are NEWLINE EUROPE VERSICHERUNG AG found in the contract of insurance and / or in the certificate of insurance.

The Basics

We collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet **our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** need **your** consent to process certain categories of information about **you** (including special categories of personal data details as mentioned above). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to datenschutz@newlinegroup.de (without however affecting the lawfulness of processing based on consent prior to its withdrawal).

Nevertheless, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared and used by a number of third parties in the insurance sector (both inside and outside Germany and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep **your** personal details for no longer than is necessary in offering the insurance arranged or to comply with **our** legal or regulatory requirements.

Other People's Details You Provide To Us

Where **you** provide **us** (or **your** insurance agent or insurance broker) with details about other people, **you** must ensure that this short form privacy notice is provided to them.

Want More Details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available in the Privacy section of **our** website <https://newlinegroup.de/data-protection-information-for-customers-and-interested-parties> or in other formats on request.

Complaints, Contacting Us And The Regulator, And Your Rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your**

information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or see a copy of **our** full privacy notice, please contact **us** or go to the Privacy section of **our** website <https://newlinegroup.de/data-protection-information-for-customers-and-interested-parties> where **we** have full details. Alternatively, **you** may contact our Data Protection Officer:

Newline Europe Versicherung AG
Datenschutz
Schanzenstr. 38
Gebäude 81
51063 Köln
Germany
Email: datenschutz@newlinegroup.de
Phone: +49 (0) 221 9669 4510

We may transfer **your** personal data to destinations outside the European Economic Area (“EEA”), and **we** will ensure that it is treated securely and in accordance with relevant legislation.

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Sanctions

The insurer shall not provide insurance cover and shall not be obliged to settle claims under this insurance or to provide benefits if the provision of such insurance cover, the settlement of such a claim or the provision of such a benefit would expose the insurer to sanctions.

Notwithstanding the other provisions of the contract, insurance cover shall only exist to the extent and for as long as it is not prevented by economic, trade or financial sanctions or embargoes imposed by the European Union or the Republic of Ireland that are directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America, unless this is prevented by legislation of the European Union or Republic of Ireland.