



Rental Vehicle Excess & Luggage Insurance

Product Disclosure Statement
(including Policy Wording)

31 December, 2022

PRODUCT DISCLOSURE STATEMENT

ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (**PDS**) aims to help **you** compare **our** product with other options **you** are evaluating and to make an informed decision on whether to purchase **our** product.

This document details the product's coverage and the applicable terms and conditions. Please keep in mind that suggestions and opinions presented here are for broad cases only and do not consider your specific goals or situation.

This **PDS** also outlines the services **CarInsuRent.com** provides, the compensation the site receives for those services, and how complaints against the site can be handled.

Your contract with **CarInsuRent.com** is composed of this product disclosure statement, the **Certificate of Insurance**, and other documents **we** specify as part of your plan. Please keep these documents in a secure location.

HOW TO UNDERSTAND THIS INSURANCE AND ITS SIGNIFICANT TERMS AND CONDITIONS

To fully comprehend this insurance product's main features, advantages, conditions, limits, and exclusions, **you** have to thoroughly read:

- **BUYING THIS PRODUCT** – Crucial information about who can purchase a policy, the age limits and available plans, the applicable **excesses**, the coverage period, and cover extensions;
- The cover and maximum amount **we** will pay for each plan listed in the Table of Benefits, when **we** will reimburse a claim under each section that applies to your chosen cover (Your **Policy** Cover). For clarification of the meanings of some words, please see Definitions.
- Cases when **we** will not reimburse your claim under each section that applies to your chosen cover (Your **Policy** Cover) and General Exclusions Applicable to All Sections; and
- **CLAIMS** – Relevant information about how **we** evaluate claims, as well as responsibilities that **you** have and that **we** have. If **you** do not fulfil your obligations, **we** may turn down your claim.

APPLICATION FOR COVERAGE

After receiving your application for a policy, **we** will confirm the details with you, including your coverage period, the premium, the applicable cover options and **excesses**, and whether any of the terms will be modified. These details will be included on your **Certificate of Insurance**.

This **PDS** details the cover **we** can provide you. It is up to **you** to determine if the benefit limits, the level, and the type of cover that suit your needs and are adequate for your possible loss. For questions, more information about the insurance or to confirm a transaction, **you** can find **our** contact details in this document.

ABOUT YOUR PREMIUM

We will state the premium for your **policy** during your application. This amount is determined by several things, such as your destination(s), total travel time, how many people will be covered by the policy, the ages of these people, and your chosen plan type. The amount of **excess you** need to pay is also considered during the calculation.

COOLING-OFF PERIOD

You have a cooling-off period even after **you** have bought your policy. If **you** change your mind about the purchase, **you** may terminate it within 14 days after getting your **Certificate of Insurance**. **You** will receive a full refund of the paid premium as long as **you** have not begun your trip and do not plan to make any claim. After this 14-day window, **you** can still terminate your **policy** but will not receive any refund.

UPDATING THE PDS

This **PDS** may be updated occasionally by **CarInsuRent.com** if there are some changes that are legally required or allowed. **We** will provide **you** with a new **PDS** or an additional **PDS** that includes the updated information, except in rare situations. If the information is not considerably significant from the perspective of a rational person thinking of purchasing this product, **CarInsuRent.com** may provide **you** with a notification of the update.

PREPARATION DATE

This **PDS** was prepared on 1 January 2023.

DEFINITIONS

Headings (if any) are only for reference and have no effect on the interpretation.

When the words or phrases listed below are in bold black font in this document, your **Certificate of Insurance**, and other documents **We** specify are part of your insurance policy, their meanings are as presented below. Singular and plural nouns are treated the same.

Accident

means an unanticipated event that has an external and observable cause.

Baggage and personal belongings

includes your trunks, suitcases, and other such containers, as well as the contents of these containers and items that **you** wear or carry with you. Excluded are **bicycles, valuables**, things **you** plan to sell, money, cheques, currency notes, bank notes, travel documents, passports, negotiable instruments, software, electronic data, intangible items, watercraft (except for surfboards), home appliances, furnishing, furniture, rented objects or any other objects stated as an exclusion on your **Certificate of Insurance**.

Bicycle

can be any **bicycle**, tandem, tricycle, push scooter or trailer cycle sent into motion by human pedalling and/or battery.

Car Club / Car Sharing Company or Agency

means a company or Agency licenced by the regulatory authority of the Country, State or local authority from which it operates, and provides registered paying members access to a Rental Vehicle within the Car Club / Car Sharing Company or Agency fleet for short term hire. Please note that Car Club Company is different from Car Rental Company.

Car Club Member

means a member of the Car Club / Car Sharing Company or Agency.

CarInsuRent.com

means CarInsuRent Ltd.

Certificate of Insurance

is the documentation CarInsuRent gives **you** as confirmation of your **policy** and as a record of your coverage details.

Concealed storage compartment

refers to a trunk/boot, glove compartment, enclosed centre console or unexposed cargo storage area of a station wagon, sedan, van or hatchback.

Country of Residence

The country in which **You** have Your habitual / main residence, as printed on Your **Certificate of Insurance**.

Date of issue

means the date and time your **Certificate of Insurance** was issued.

Departure point

means the airport, station, port, terminal or vehicle rental company where **you** will pick up your hired vehicle to begin your trip.

Europe Territory

Includes all European Union (EU) Member States and countries to the West of the Ural Mountains including: Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, "European Russia" (the western part of the Russian Federation), Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and Ukraine.

Excess

The monetary amount for which **You** are liable for loss or damage to the **Rental Vehicle** under the **Vehicle Rental Agreement**.

Home

Means **Your** normal place of residence in **Your Home Country**.

Home Country

Means the country in which **You** are **Resident**, as printed on **Your Certificate of Insurance**.

Jewellery

includes any kind of personal decoration, such necklaces, brooches, rings, bracelets, and earrings. Excludes watches or articles of clothing.

Journey

refers to the trip that starts when **you** pick up the **rental vehicle** from the supplier **you** have a **Vehicle Rental Agreement** with and ends when **you** give back the vehicle to said supplier or on the date stated on your **Certificate of Insurance**, whichever comes first.

If You have purchased an Annual policy it can be for a Vehicle rental agreement period not exceeding 45 consecutive days.

if You have purchased an Annual policy then cover will cease 365 days following the Pick Up Date set out on Your Certificate of Insurance.

Keys

Keys, Key Fobs, used to open and lock the Rental Vehicle.

Loss of Use

The period during which the **Rental Vehicle** hired by **You** is not available for hire due to damage caused during the **Vehicle Rental Agreement**.

Specified driver

Up to a maximum of nine (9) drivers whose name(s) are listed on the **Vehicle Rental Agreement**.

PDS

means Product Disclosure Statement.

Period of Cover

We will confirm your **policy** by issuing **you** a **Certificate of Insurance**. The coverage period is specified in this certificate. Your cover starts when **you** pick up the **rental vehicle** from the supplier stated in your **Vehicle Rental Agreement**, then ends when **you** return the vehicle to the said supplier or on the end date indicated on your **Certificate of Insurance**, whichever comes first.

Policy

refers to this **PDS, Certificate of Insurance**, and other written documents **we** tell **you** make up your policy.

Reasonable

means as determined by **CarInsuRent.com** in relation to the situation.

Relative

Defined as spouse or partner, civil partner, parents, parents-in-law, brothers, sisters, brothers- in-law, sisters-in-law, adult child or fiancé / fiancée living in the same residence as **You**.

Rental Company

A company or agency which is fully licensed with the regulatory authority of the country, state or local authority where the **Rental Vehicle** is collected.

Rental vehicle

refers to a sedan, hatchback, coupe, SUV, station wagon or four-wheel drive hired from a licensed **rental Company** or from a Car Club Company. Or

- if You have bought cover for a campervan or motorhome; or
- if You have purchased cover under the Van Hire Insurance sections of this policy; a Van rented under a **Vehicle Rental Agreement** on a daily or weekly basis from a **Rental Company**.

Resident

Have **Your** Home in and have lived in for at least six (6) months (or hold a valid residency permit or visa), and are liable to pay taxes in.

Travelling companion

refers to a person travelling with **you** for at least three-quarters of your trip and that **you** have made preparations with before the release of your policy.

Unattended

Refers to leaving your **baggage and personal belongings** or **valuables**

- Where they can be stolen without **you** noticing
- Far enough from **you** that **you** are incapable of stopping them from being stolen
- With someone not listed on your **Certificate of Insurance** or who is not your **travelling companion** or **relative**
- With someone listed on your **Certificate of Insurance** or who is your **travelling companion** or **relative** but who is unable to keep your baggage, personal belongings or **valuables** closely guarded

United Kingdom

England, Scotland, Wales and Northern Ireland.

USA / Canada Territories

United States of America (USA) and Canada only.

Van

A light commercial vehicle with a gross weight not exceeding 3.5 tons, that has been designed primarily for the carriage of goods.

Valuables

refers to **jewellery**; watches; (semi)precious metals or stones; things that include or are made of (semi)precious metals or stones; furs; telescopes; binoculars; all kinds of computer, photographic, audio, video, TV, fax or phone equipment, such as mobile phones, tablets, PDAs, and MP3 or MP4 players.

Vehicle Rental Agreement

The contract of hire between the **Rental Company** or **Car Club Company** and the **Insured Person**.

We, our, us

CarInsuRent.

Worldwide Territory

Includes all countries EXCEPT trips in, to or through Afghanistan, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, Syria, Ukraine and Zimbabwe.

You / Your / Insured Person(s) / Policyholder

The person who is named on the **Certificate of Insurance**, who must be an **Eligible Person**, and the lead named driver on the **Vehicle Rental Agreement** and any of the **Specified Driver(s)** on the **Vehicle Rental Agreement** (up to a maximum of eight (8) additional named drivers, and up to a maximum of two (2) additional named drivers for **Van Hire**).

BUYING THIS PRODUCT

WHO CAN PURCHASE THIS PRODUCT?

The cover only applies if **You** buy your **policy** before leaving your **departure point**; and

AGE LIMITS

Travellers are 21–75 years old when the **Certificate of Insurance** is issued.

TERRITORY

Worldwide Coverage

If you purchased Worldwide coverage - Your **policy** covers **you** only if **you** use or rent the **Rental Vehicle** in a country considered as a Worldwide Territory.

Your **policy** does not cover **you** if **you** use the **Rental Vehicle** in, to or through Afghanistan, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, Syria, Ukraine and Zimbabwe.

Europe Coverage

Your Policy cover only applies whilst the **Rental Vehicle** is being used in or has been hired in a country defined as a **Europe Territory**.

USA/Canada Coverage

Your Policy cover only applies whilst the **Rental Vehicle** is being used in or has been hired in the United States of America (USA) or Canada.
The **policy** also does not cover your trip to a country or area if a local governmental or regulatory body has warned against non-essential travel or all travel to that location.

The **policy** does not cover your trip to a country or area if a local governmental or regulatory body has warned against non-essential travel or all travel to that location, even if **you** and your companions are listed on the **Certificate of Insurance**.

Local Rentals

Local rentals are covered by our **Car Club** / Car Sharing Hire Excess Insurance. You can use it in your **Country of Residence** and there are no restrictions regarding proximity of use to your home address.

If **You** are renting a **Vehicle** for use within your **Country of Residence** and if you purchased World-Wide Multi Trip (Plan B) Policy, **You** must also have at least 2 nights pre-booked accommodation in your **Country of Residence**.

If **You** are renting a **Vehicle** for use within your home country and if you purchased Daily coverage (Plan A) you are covered even if theft or damage occurs within 150km of your home provided that you are a resident of the EEA.

EXTENSION OF COVER

You can request an extension of your cover by sending a request at least 7 days before the original expiry date. The extension is subject to **our** written authorisation and your payment of the added premium.

If **we** agree to extend the cover, **we** will provide **you** a new **Certificate of Insurance**. The cover period of the new certificate cannot be more than 12 months.

The cover is not subject for extension if **you** have not informed **us** of situations that have caused or may cause a claim under your initial policy

EXCESS

Your standard **excess** can be seen on your **Certificate of Insurance**.

TABLE OF BENEFITS

The table below shows the cover under each plan and the maximum total amount **we** will reimburse for all claims under each section.

	BENEFIT SECTION	
	Rental Vehicle Excess*	Baggage & Personal Belongings*
Plan A/B	US\$ 2,500	US\$1,500
Additional Excess	US\$ 3,500 - US\$ 4,500	
Sand and Ash Protection (SAAP)	US\$ 1,250	
Gravel Protection (GP) -	US\$ 750	

* sub-limits apply — For details, see Your **Policy** Cover section of the **PDS**.

IMPORTANT MATTERS

Both **you** and **we** have rights and obligations when it comes to your policy. Please read this **PDS** completely to know all of them, but some of the important ones **you** should know are stated below.

PROTECTING YOUR BAGGAGE AND PERSONAL BELONGINGS

You are expected to exert all logical efforts to protect your baggage, personal belongings, and **valuables**. If **you** leave such items **unattended** in a public area, **we** will not reimburse your claim.

CLAIMS

In case of a claim, **you** should notify **CarInsuRent.com** at once through our website.

Important: **You** are required to submit receipts and/or appraisals that prove the value of the item on the claim as well as your ownership of the said item. **You** need to submit receipts for all expenses included in your claim.

CarInsuRent.com will evaluate your claim within 5 working days of receiving your completed claim form and all needed documents. If more information is required, **we** will send **you** a written notice within 5 working days.

You must co-operate with **Us** at all times and give **Us** all the information and help **We** request;

You must provide **Us** with the records and documents **We** request;

You must not admit liability, negotiate or refuse any claim without **Our** written consent;

We are entitled to the control and settlement of all proceedings arising out of or in connection with **Your** claim;

Claims will not be paid in respect of expense to the extent that they are assumed, waived or paid by the **Rental Company** or its insurers.

Payments will be made to **You** in the currency **You** purchased the policy.

POLICY COVER

The highest total amount **we** will pay for all claims under each section is listed in the **Table of Benefits** for your chosen plan. Meanwhile, the reasons **we** will not pay can be found in **General Exclusions Applicable to All Sections**.

SECTION 1 - RENTAL VEHICLE EXCESS

The cover and benefits discussed in this section are only applicable to the **Specified Driver**.

Cover under this section is only available if your **Vehicle Rental Agreement** states an **Excess**, deductible or damage liability fee that must be paid if the hired vehicle is damaged or stolen while it is in your possession.

Other items covered by this section include the roof, undercarriage, tyres, auto glass, windscreens, bumpers, and trim if the **rental vehicle** supplier's indemnity does not cover them in your agreement. However, **our** obligation in case of damage or loss will not exceed the amount of the **excess**, deductible or damage liability fee stated in

your **Vehicle Rental Agreement**, up to the limit displayed under your chosen plan in the Table of Benefits.

1.1 WHAT WE COVER

We will pay up to the **excess** amount that can be seen on your **Certificate of Insurance** for any single incident or up to the **excess** amount that can be seen on your **Certificate of Insurance** for all incidents during Your entire **Period of Cover** for the reimbursement of the Excess applied by the **Rental Company** caused by accidental damage to the Rental Vehicle including any caused by fire, theft or vandalism, as well as for any repair costs that the **Rental Company** charges You or for payments that **You** are responsible for under the terms of **Your Vehicle Rental Agreement** following accidental damage to windscreens, tyres, roof and under-carriage.

We will pay up to US\$ 300 for any **Loss of Use** of the **Rental Vehicle** due to damage and theft.

We will pay up to US\$ 300 for any rental fees charged by the **Rental Company** for which You are liable during a period for which the **Rental Vehicle** is unable to be used by **You** and for any related towing costs including any additional costs incurred by **You** arising from the breakdown of the **Rental Vehicle** for You to travel home or to **Your** destination, as long as those fees or costs are the result of accidental damage or theft.

Misfuelling: We will pay up to US\$ 500 in the event that the wrong type of fuel is put into the Rental Vehicle by any person named on the **Vehicle Rental Agreement**.

You are required to submit to **us** a copy of:

- your Vehicle Rental Agreement;
- the completed incident report;
- Driver's license;
- an itemised record of the damage value; and
- a written document from the rental car provider stating that **you** are required to pay the **excess**, deductible or damage liability fee.
- Proof of payment – for any amount paid higher than US\$ 200, we shall require a copy of your credit card or bank statement reflecting such payment.

b] We will also pay up to an additional \$500 to cover the cost of returning the rented vehicle to the nearest depot if **your** attending medical personnel provides a written confirmation that **you** have become unfit to drive.

1.2 WE WILL NOT PAY

Within legal boundaries, **we** will not reimburse a claim for the direct or indirect damage or loss of the **rental vehicle**

- a) due to your use of the **rental vehicle** in a way that violates your rental agreement;

- b) due to your use of the **rental vehicle** for a purpose that **you** do not have the necessary licence for; or
- c) if the rental company's charges or fees are not part of the **excess**, deductible or damage liability fee stated in the **Vehicle Rental Agreement**.
- d) When you are not the driver of the rental vehicle, it is not under your control, or it is being driven by someone who is not listed on the vehicle rental agreement (up to 8 additional drivers).
- e) Any amount for **Loss of Use** where there is no valid **Excess** damage or theft claim under the policy.
- f) Breakdown of the **Rental Vehicle** caused by lack of fuel, frozen fuel or any other cause not directly resulting from accidental damage or theft.

SECTION 2 - BAGGAGE & PERSONAL BELONGINGS

This section discusses the cover and benefits that a **Specified Driver** and his passengers have.

2.1 WHAT WE COVER

a] If your **baggage, personal belongings** or **valuables** are taken, permanently lost or unintentionally damaged during your trip, **we** will pay whichever of these is the lowest:

- the repair cost;
- the replacement cost;
- the cost for **us** to repair or replace the item(s) using trade discounts **we** have access to;
- the original purchase price; or
- the value after deducting depreciation due to age, wear, and tear.

(Exceptions: if the item is left in a motor vehicle, is a sporting equipment being used, or are **valuables** for transport in the cargo hold of an aircraft, ship, train, tram or bus)

We reserve the right to repair or replace the **baggage and personal belongings** or **valuables** instead of paying **you**.

The highest amount **we** will reimburse is \$500 each person for all **baggage and personal belongings** combined.

b] The insurance only covers **baggage and personal belongings** left in a motor vehicle during the daytime. The items should be in an unexposed compartment, the vehicle should be locked, and forced entry should have occurred.

c] The insurance does not cover **valuables** left in a motor vehicle or checked in for transport in the cargo hold of any aircraft, ship, train, tram or bus. Loss from the time of check in until pick up from the baggage carousel or collection area at the end of **your** trip is also not covered.

d] The insurance does not cover the loss of or damage to sporting equipment (including surfboards) while being used.

2.2 WE WILL NOT PAY

Within legal boundaries, **we** will not reimburse a claim for your **baggage and personal belongings** or **valuables** if:

- a] **you** do not inform the police or office of the transportation authority about the lost, stolen or misplaced item within 24 hours. As proof, **you** must submit to **us** a written documentation from whoever took your report;
- b] the loss, damage or theft involves intangible assets such as electronic data or software;
- c] the loss, damage or theft of the **baggage and personal belongings** or **valuables** happens after **you** have checked out of the hotel or motel room, or the items are left behind in an aircraft, train, tram, ship, taxi or bus
- d] the loss, damage or theft is to a watercraft that is not a surfboard;
- e] the items were being transported without **you** or through a freight service;
- f] the damage or loss stems from any cleaning, alteration or repair process;
- g] the damage or loss is due to deterioration, common wear and tear, rodents, vermin, insects or weather or atmospheric factors;
- h] the items were left **unattended** in a public area;
- i] Money, stamps, tickets, documents, securities;
- j] Telephone, communications or entertainment equipment, including but not limited to mobile phones, satellite navigation systems and games consoles;
- K] goods, samples or equipment carried in connection with any trade or business;
- L] the damage is caused by a vehicular crash during your travel;
- M] the loss, damage or theft is of home appliances, furniture or furnishings.

SECTION 3 - VEHICLE KEY REPLACEMENT

We will reimburse **you** up to USD 500 (or the equivalent in other currencies) for each claim in any year for the replacement key of your **rental vehicle**, including the replacement locks and fees for the locksmith's service.

SECTION 4- HOTEL EXPENSES

4.1 WHAT WE COVER

We will pay up to US\$ 150 in total for **You** or **Your** travelling companions for any necessary overnight accommodation if **You** are unable to use **Your Rental Vehicle** as a result of it being stolen or damaged following an accident.

4.2 WE WILL NOT PAY

We will not pay for overnight accommodation if **You** are less than 50 miles from **Your** home and /or any amount exceeding US\$ 150.

SECTION 5 - DROP OFF CHARGES

5.1 WHAT WE COVER

If **You** Are Unable to Return the **Rental Vehicle** to the **Rental Company** due to: (a) An accident where hospitalization takes place; (b) An Illness where hospitalization takes place, We will pay up to US\$ 250 for Drop Off Charges Incurred.

5.2 WE WILL NOT PAY

- where proof of hospitalisation is not available;

- where the Vehicle Rental is a One-Way Rental;

CLAIMS

Before anything else, confirm that **you** are covered by your **policy** by reading the related **PDS** section and the **General Exclusions Applicable to All Sections** to fully understand the coverage, especially the conditions, exclusions, and limitations.

HOW TO MAKE A CLAIM

You should inform us immediately after the damage occurs or as soon as **You** become aware thereof.

You must file a claim as soon as possible by submitting a completed claim form. **Our** address and contact number can be found in this **PDS**.

If **You** do not inform us immediately after the damage occurs or as soon as **You** become aware thereof or if **Your** claim is filed late or with not enough information for **CarInsuRent.com** to evaluate **Your** claim, **we** can lower the payable amount depending on the inconvenience caused by the delay.

You are required to provide any information **CarInsuRent.com** requests within reason, at your expense, to back up your claim, such as medical reports, police reports, valuations, proof of purchase and ownership, original receipts, and even English translations of these documents, if needed.

You have to always cooperate with **us** by submitting supporting documents and other needed evidence.

- a] For lost or stolen **baggage and personal belongings** or **valuables**, immediately file a report with the police and get a written statement of your report.
- b] For **baggage and personal belongings** or valuables misplaced or damaged by the airline or other similar operator or by the lodging provider, report the incident to the proper authority and get a written report. Include their offered settlement, if any.

CLAIMS ARE PAYABLE IN US DOLLARS TO YOU

We make payments in **US** dollars. The currency exchange rate **we** will use is the one in effect at the time **you** had the expense. In some cases, we might pay in other currency in order to avoid the need to deal with exchange rates. **We** send the payment to **you** unless **you** tell **us** to pay another party.

Claims under US\$ 500 are paid via PayPal. In some cases, when **We** deem it's appropriate **We** make the payment directly to your specified bank account.

YOU MUST NOT ADMIT FAULT OR LIABILITY

You should not admit that the incident or **accident** that has caused your claim is your fault, and **you** should not offer or promise to pay or be involved in a lawsuit, without **CarInsuRent.com**'s approval.

YOU MUST HELP US TO RECOVER ANY MONEY WE HAVE PAID

We may take proceedings in **Your** name 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**, and **You** or any of the **Specified Drivers** shall cooperate and provide all reasonable assistance as necessary to **Us**.

If **we** are pursuing a claim in connection to the reimbursement **we** have to give or have given you, **you** should do everything possible to assist **us** in legal procedures. If **you** know someone that can compensate **you** or us, **you** must let **us** know.

IF YOU CAN CLAIM FROM ANYONE ELSE, WE WILL ONLY MAKE UP THE DIFFERENCE

If **you** can file a claim against someone else about the expense or loss covered by this insurance **policy**, **you** have to claim from them first. If they do not pay **you** in full, **we** will pay the difference.

OTHER INSURANCE

If the coverage of this insurance **policy** overlaps with that of your other **policy**, **you** have to inform us. If one **policy** pays your claim in full, **you** cannot file a claim under the other insurance. If your other **policy** fails to pay your claim in full, **we** will pay **you** the difference up to the limit of this policy, as long as your claim is covered by us. **You** must provide **us** any **reasonable** information so **we** can file a claim from your other insurance policy.

SUBROGATION

We reserve the right to undertake on your behalf and in your name the control and settlement of proceedings that will aid **us** in securing compensation or indemnity from any party connected to anything covered by this policy. **You** must help and allow **us** to do everything **we** need to secure such compensation or indemnity from other parties **we** may become subrogated or entitled to, whether or not **we** have already reimbursed your claim and whether your reimbursement from **us** is full or partial. These rights remain whether your claim is reimbursed under an indemnity or non-indemnity clause of this insurance policy.

RECOVERY

We will divide any compensation **we** get from another party under a right of subrogation in the following way:

1. To **us**, **our** administration and legal costs related to the recovery.
2. To **us**, equal to the amount **we** have reimbursed you.
3. To **you**, **your** uninsured loss minus **your excess**.
4. To **you**, **your excess**.

After **you** are paid, **we** keep all the remaining money.

If **you** receive compensation from a third party for the loss or damage **we** have paid **you** for, **you** have to transfer that payment to us, up to the claim amount **we** have paid you.

If **you** recover or receive a third-party replacement for an item **we** have already reimbursed **you** for, **you** have to pay **us** back the amount of the claim **we** gave you.

GENERAL CONDITIONS

These conditions are applicable to all sections of this insurance policy.

1. Keeping to the terms of Your policy.

This **policy** only covers **you** if **you** satisfy all the terms and conditions specified in this **PDS**.

2. Number of Rental Vehicles.

The **policy** only covers one **rental vehicle**, which may be driven by **you** or any other driver listed on your vehicle rental agreement. The cover will start when **you** pick up the vehicle and end when the vehicle has been returned.

3. Purchase of Policy.

This **policy** must already have been bought before the starting date listed on the vehicle rental agreement associated with this policy.

4. Provision of Accurate Information.

The cover, terms, and premium of this **policy** were based on information that **you** have given us. **You** need to be careful when answering questions so that all information will be correct and complete. It is your responsibility to inform **us** as soon as possible if any of the information **you** have given **us** needs to be changed.

The cover will become void if **you** intentionally or carelessly provide wrong information at any time.

5. Jurisdiction and Law.

This insurance **policy** is governed by and interpreted according to the laws of England and Wales, whose courts alone have authority in any disagreement resulting from this policy.

6. Driving Licence.

You and all other **Specified Drivers** are required to have a valid driver's licence or a full internationally recognised licence.

7. Care of Vehicle.

You are expected to exert **reasonable** effort to protect the rental car against damage and loss.

GENERAL EXCLUSIONS

These General Exclusions apply to the whole policy, on top of "What is Not Insured" found in each section.

Your policy does NOT cover liabilities directly or indirectly resulting from the following:

1. Fraudulent/Dishonest/Criminal Acts.

Any criminal, fraudulent or unethical act done by **you** or by another person with your involvement, in situations that may result in an insurance claim.

2. Violation of Rental Agreement Terms.

Using the **rental vehicle** in a way that violates the terms of the vehicle rental agreement.

3. Unauthorised Drivers.

The **rental vehicle** being driven by someone who is not a **Specified Driver** specified on the vehicle rental agreement or by someone without a valid driver's licence.

4. Unacceptable Vehicle.

- **Rental vehicles** that are not licensed to be used on roads

- Trailers or caravans (unless **you** have purchased a specific cover)
- Recreational vehicles (RVs) (unless **you** have purchased a specific cover)
- Motor homes (unless **you** have purchased a specific cover)
- Camper vans (unless **you** have purchased a specific cover)
- Commercial vehicles
- Trucks
- Vans or loan vehicles
- Passenger vans
- Motorcycles
- Motorbikes
- Mopeds
- Off-road vehicles
- Vehicles with more than 9 seats (including driver) (unless **you** have purchased a specific cover)

5. Competition and Performance Driving.

Using the **rental vehicle** in races or on a motor sport circuit, or for trials, rallying, rallies or speed testing.

6. Injury, Illness, Drink/Drugs.

Self-caused injury or sickness, alcoholism, drug use, and exposure of one's self to unnecessary danger. Excludes the use of drugs prescribed by registered physicians (but not for treating drug addiction) and danger related to trying to save a person's life.

7. Alcohol Limit.

A **Specified Driver** driving a vehicle while his/her blood alcohol level is above the legal limit of the country he/she is in.

8. Radioactivity, Nuclear.

From damage to property, loss or exposure caused by:

a) Pionising radiation or radioactive contamination from any nuclear fuel or any waste and nuclear fuel combustion; or

b) radioactive, explosive, toxic and other dangerous properties or any explosive nuclear assembly or its nuclear component.

9. War and Hostilities.

Damage or loss brought about by a declared or undeclared war, invasion, civil war, foreign enemies, hostilities, terrorism, insurrection, rebellion, revolution, military or seized power or confiscation or nationalisation or requisition or damage to property by any government, public or local authority.

10. Other Insurance.

The amount of indemnity **you** can claim from another insurer, even if that insurer refuses or fails to pay for whatever reason.

11. Rental Vehicle Interior.

Loss or damage to the vehicle's interior that is not related to a collision.

12. Benefits payable by laws.

Benefits provided by laws such as the uninsured or underinsured motorist law, no-fault law or first party benefit law.

13. Fines, Penalties etc.

Fines, penalties, and other kinds of punishment or reward that do not pay the party that benefits from the reward or that receives the judgment for the damage or loss that happened.

14. Wear and Tear.

Mechanical damage caused by aging and ordinary use.

15. Off Road.

Damage caused by off-road driving on rough terrain.

16. Payment of Premium.

If **you** have not paid for the full premium or additional premium.

17. Fines.

Any fines or costs related to the **rental vehicle** being impounded.

18. Additional Drivers.

We will not reimburse a claim if the **accident** or incident happens between the Policyholder and other Policyholders.

19. Sanctions.

We are not required to provide cover, benefit or reimbursements if that would cause **us** or any of **our** group companies to directly or indirectly violate any economic or trade measures.

20. Territories.

We will not pay any claim related to your trip to a particular country or area if a local governmental or regulatory body has warned against non-essential travel or all travel to that location.

21. Property in Your Control.

any loss or damage to material property transported by You or in Your care, custody or control, unless covered by Section 1.18 or 2.19 of this policy and the relevant premium paid;

22. Pollution.

bodily injury or damage to material property as a result of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;

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