

AXA CAR HIRE EXCESS INSURANCE - POLICY DOCUMENT

CLAIMS

If you need to make a claim,
please phone this number:

+ 353 1 431 1200

WELCOME TO YOUR CAR HIRE EXCESS INSURANCE POLICY

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Ireland, we meet the motor insurance needs of 500,000 people and the needs of homeowners for over 280 years.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. Please read it carefully and if you have any questions, please contact us in the way that suits you.

CARING FOR YOU

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your local AXA Insurance Branch
- For a complaint about your claim contact our claims line on + 353 1 431 1200

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 21 1850 or:

- Email: axacustomer@axa.ie or
- Write to AXA Insurance, Customer Care, Freeport, Dublin 1

If you are unhappy with the way we dealt with your complaint, you may be able to refer the matter to:

- The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Local: 1890 88 20 90
Fax: + 353 6620890
Email: www.financialombudsman.ie; or
- The Irish Insurance Federation on + 353 1 6761914

Our promise to you

- We will reply to your complaint within seven days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

YOUR POLICY WORDING

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

The cover you have bought has many benefits to give you peace of mind.

However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

On behalf of AXA Insurance Limited

John O'Neill
Chief Executive
AXA Insurance Limited
Registered number 136155
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

LOSS DAMAGE WAIVER REIMBURSEMENT - ANNUAL POLICY:

This Policy is underwritten by AXA Insurance Limited and is regulated by the Irish Financial Services Regulatory Authority (IFSRA). 50% Reinsured to Inter Partner Assistance S.A. (IPA). IPA is a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

DEMANDS AND NEEDS:

This product meets the demands and needs of those clients who rent a vehicle in the territories as defined herein and more than 150kms from their home for up to 31 days for any one rental agreement and who have purchased this policy.

Further details of the benefits are as outlined below. This statement does not form part of your policy. You have not received any personal recommendations from AXA Insurance Limited.

This insurance is available for:

- Plan A: Europe: trips up to 31 consecutive days at any one time in Europe, for those aged between 21 - 74 yrs of age.
- Plan B: Europe: trips up to 31 consecutive days at any one time in Europe, for those aged between 75 - 85 yrs of age.
- Plan C: Worldwide: trips up to 31 consecutive days at any one time anywhere in the World, for those aged between 21 - 74 yrs of age.
- Plan D: Worldwide: trips up to 31 consecutive days at any one time anywhere in the World, for those aged between 75 - 85 yrs of age.

LOSS DAMAGE WAIVER REIMBURSEMENT:

As long as you have paid the premium we will cover the Insured Person(s), as named on the Car Rental Contract (the lead name of which to appear on the Certificate of Insurance). Coverage is therefore provided during the period of car hire for losses incurred for any one claim, up to the maximum of Euro € 3,000 (or equivalent in local currency) whichever the lesser, to a total of €5,000 per year. This being as a result of damage (including damage to windows and tyres), fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure when such vehicle is rented and operated from a Licensed Rental Agency and the Insured Person(s) being held responsible, as declared in the car rental contract, for the excess, to which the insured would normally be liable.

GEOGRAPHICAL LIMIT:

The Europe Plans A&B annual policies that covers all countries to the West of the Ural Mountains, British Isles, Ireland, Iceland, islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, and the Azores, for 31 continuous days for any one rental agreement. The Worldwide Plans C&D annual policies covers anywhere else in the world not covered under Plans A & B. for 31 continuous days for any one rental agreement

CONDITIONS APPLICABLE:

- 1: The due observance and fulfilment of all the terms and conditions of this insurance by the Insured Persons or anyone acting on their behalf in so far as they relate to anything to be done or complied with by the Insured Person or anyone acting on their behalf shall be a condition precedent to any liability of the Insurers to make payment under this Certificate.
- 2: Written notice of accidents, proceedings or any other events that may give rise to a claim shall be given to the Claims Office in writing within 31 days. All Certificates, information and evidence required by the Claims Office shall be furnished at the expense of the Insured Person or their legal representatives.
- 3: Except with the written consent of the Insurers, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The Insurer shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in the name of the Insured Person.
- 4: The Insurers may at their own expense take proceedings in the name of the Insured Person to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to the Insurers and the Insured Person shall render all reasonable assistance to the Insurers.
- 5: All claims hereunder shall be governed by the laws of the Republic of Ireland whose courts alone shall have jurisdiction in any dispute arising under this insurance.
- 6: All insured drivers must hold a valid driving licence, or hold a full internationally recognised licence.

WARRANTY:

Cover is provided for one Rental Vehicle at any one time which may be driven and operated by any of the Insured Persons and as detailed on the Rental Agreement, providing that the Lead name on the Rental Agreement is also an Insured Person. Cover will take effect from the time the Insured Person takes legal control of the Rental Vehicle and will cease at the time the Rental Company assumes control of the Rental Vehicle whether at its Business location or elsewhere.

This policy must have been purchased and have commenced, either prior to or to coincide with, the commencement date of a Rental Agreement for which the Insured wishes this Cover to be operative.

DEFINITIONS:

"Rental Vehicle" means any automobile rented under a contract on a daily or weekly basis from such a rental Company or Agency, which must be fully licensed with the regulatory authority of that Country, State or Local Authority.

"Trip" means any rental Vehicle which is collected and rented more than 150 kilometres from the Insured's usual place of residence.

"Insured Person" means the Lead name and any of the persons specified in the Rental Contract and Certificate of Insurance, and who must be a resident of the Republic of Ireland or of Northern Ireland .

"Car Rental Agreement" means the contract signed by the lead named driver (who must be the name on the Insurance Certificate as issued) that states the excess to which the lead named driver is responsible.

"Close Relative" means spouse or partner, parents, brothers, sisters, adult child or fiancé.

EXCLUSIONS:

1. Persons who have not paid in full the appropriate or additional premium.
2. Where a rental vehicle is hired within the usual country of domicile or within 150 kilometres of the Insured's usual place of residence.
3. Wilfully self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) self-exposure or needless peril (except in an attempt to save human life).
4. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
5. Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign

- enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
 7. Claims or incidents that may give rise to a claim not notified directly in writing to the Claims Office within 31 days of the expiry of the Insurance.
 8. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he / she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
 9. Loss arising from operation of the vehicle in violation of the terms of the Rental Agreement.
 10. Expenses assumed, waived or paid by the Rental Agency or its Insurers.
 11. Automobiles, or other vehicles, which are not Rental Vehicles.
 12. Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
 13. Transporting contraband or illegal trade.
 14. Driving by persons who are not named on the Rental Agreement.
 15. The rental of "Expensive or Exotic" vehicles not considered to be a conventional and usual rental vehicle, and "Antique" vehicles, which are over 20 years old or which have not been manufactured for 10 years or more. Any vehicle with a Retail Purchase Price in excess of Euro €80,000 will not be insured unless specifically agreed by the underwriters (minimum of 4 working days) prior to rental.
 16. The rental of certain vehicles, namely: motor homes, camper vans, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
 17. Expenses reimbursed by the Insured Person's Employers' Insurer.
 18. No coverage provided for those under 21 years and over 74 years of age, unless appropriate plan purchased and paid for.
 19. No car rental agreement longer than 31 continuous days.
 20. Losses occurring from driving whilst not on a public highway.

DATA PROTECTION NOTICE:

AXA considers that protecting personal information is very important and we recognise that you have an interest in how we collect, use and share such information. We invite you to review this Data Protection Statement, which outlines how we use and protect that information.

COOLING-OFF PERIOD:

Your policy contains a "cooling-off" period of 14 days. If you find this policy does not meet with your needs, return the policy certificate within 14 days to

- AXA Insurance, Car Hire Excess Insurance Team, Wolfe Tone Building, Wolfe Tone Street, Dublin 1
- Tel: + 353 1 8583568
- email: carhireexcess@axa.ie,

Your policy must be cancelled prior to the commencement date and your premium will be refunded as long as you have not rented a vehicle and do not intend to make a claim.

CLAIMS:

Should you wish to claim under your Car Hire Excess Insurance you should call the Claims Helpline as soon as possible on +353 1 431 1200. You must give us any information or help that we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are set out below.

CLAIMS NOTIFICATION:

Claims Handling Office. In the event of loss please contact AXA Assistance Services Europe Limited - within 31 days of incurred loss - to notify loss and request a claim form to be sent to you by email, fax or post. Alternatively, a claim form can be downloaded from the Claims Page of our website. Please fully complete, sign and date the claim form and return it with all supporting documentation - outlined below - to:

1. Copy of your Certificate of Insurance
 2. Copy of Rental Contract
 3. A copy of your Charge Receipt (if separate from the Rental Agreement)
 4. If the incident by law requires the attendance of the Police, we require a copy of the Police Report.
 5. Renter's copy of the Vehicle Rental Company accident damage report
 6. Invoices / Receipts / other documents confirming the amount you have paid in respect of Accident / Damage / Loss etc. for which the Vehicle Rental Company holds you responsible
 7. Copy of your credit card statement showing payment of the damages claimed
 8. Copy of the driving licence of the person involved in the accident (the driver)
 9. Name and address of your bank together with the sort code and account details. This will facilitate reimbursement as the insurance company prefers to make the payment directly to your bank.
- AXA Assistance Services Europe Ltd, 10-11 Mary Street, Dublin1, Ireland
 - Phone: + 353 1 431 1200
 - Fax: + 353 1 431 1201
 - Email: customer.support@axa-travel-insurance.com