



Car Hire Excess Insurance



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Car Hire Excess Insurance

Insurance providers

This insurance is introduced and marketed by Laya Healthcare and arranged through Cover-More Blue Insurance Services Limited (trading as Cover-More Europe), which is appointed as Managing General Agent to act on behalf of the insurer, Zurich Insurance Europe AG. Laya Healthcare Limited is a private company limited by shares registered in Ireland with company number 242048, and registered office address Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181. Laya Healthcare Limited is authorised and regulated by the Central Bank of Ireland, firm reference number C12679.

Cover-More Blue Insurance Services Limited is a company registered in Ireland with company number 345681, and registered address Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland. Cover-More Blue Insurance Services Limited is authorised and regulated by the Central Bank of Ireland, firm reference number C29373.

Zurich Insurance Europe AG is a company registered with the commercial register in Germany under HRB 133359, with registered address at Platz der Einheit 2, 60327 Frankfurt am Main, Germany. Zurich Insurance Europe AG is authorized and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), firm reference number 10005151.

Insurance Compensation Fund

This insurance may be covered by an insurance guarantee scheme which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. For further information, **we** suggest **you** contact **your** local regulator for additional information on the existence of a local insurance guarantee scheme

Your Car Hire Excess Insurance

Welcome to **your** Laya Travel Car Hire Excess Insurance policy and thank **you** for arranging **your** insurance with **us**. It is a contract of insurance between **You**, the policyholder, and the insurer, Zurich Insurance Europe AG . and is made up of this policy document and **your schedule** In return for the payment of **your premium, we** will, subject to the terms, conditions and limitations of this policy:

Indemnify **you** for the costs to reimburse **you** Under Section2 (Excess Reimbursement)

Indemnify **you**, if operative, under Section 3

Pay the benefit to **you** Under Section 4 (Personal Accident)

Please read this policy document to make sure that the cover meets **your** needs and please check the details outlined within **your** insurance **schedule** and confirmation email to make sure that the information shown is correct.

This policy reflects the demands and needs of a person who wishes to purchase car hire excess insurance benefits.

Cover-More Europe does not provide advice or any personal recommendation about this product.

You agree to abide by the conditions of the policy.

Commission & Fees

We receive a commission from the insurer which is a percentage of the premium charged to you for this insurance policy. Further details on our remuneration, our role and our services are set out in our terms of business which is included on our website www.covermoreeurope.com/cmbblue-tob. When Laya healthcare arrange a policy for you, Laya healthcare receive commission from Cover-More Europe on behalf of Zurich as insurer, which is a percentage of the total premium (currently 20% percent).

Impact of Misrepresentation

The impact of any **Misrepresentation** by **you** to any of the answers provided on the **completed application form** is as follows:

A. Innocent Misrepresentation:

Where **you** have answered all questions in the **completed application form** honestly and with reasonable care but where **you** made an innocent **misrepresentation** (that is, one that is neither negligent nor fraudulent) **we** will pay any covered claim event subject to the terms and conditions of this insurance.

B. Negligent Misrepresentation:

If **you** make a negligent **misrepresentation** or fail to take reasonable care in completing the **completed application form**, the cover under this insurance may not fully operate and in the event of a claim **we** will exercise one of the following remedies:

- (a) If knowing the full details **we** would not have entered into this contract of insurance, **we**

may avoid the contract, refuse all claims and return any **premiums** paid by **you**.

- (b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the **premium**), this contract of insurance may be treated as if it had been entered into on those terms.
- (c) If **we** would have entered into this contract of insurance but have charged a higher **premium**, **we** may reduce proportionately the amount to be paid on the claim.
- (d) Where there is no outstanding claim under this contract of insurance, **we** may either:
 - (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract of insurance by giving reasonable notice to **you**.

C. Fraudulent Misrepresentation:

If **you** make a fraudulent **misrepresentation** or where any conduct by **you** involves fraud of any kind **we** shall be entitled to avoid this contract of insurance and refuse any claims.

Section 1 – Definitions / Meanings of words used in your policy

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and **schedule**, and are shown in bold print. Please also see Section 4, Personal Accident, for definitions that are specific to that section

Accidental damage – means the sudden and unforeseen accidental damage to the insured **Rental car** or any third party property not otherwise specifically excluded from this policy

Car rental agreement - means the contract signed by the lead named driver (who must be the name on the **Schedule** as issued) that states the excess to which the lead named driver is responsible

Completed Application Form - The application form provided by **us** to the **Insured Person** at pre-contractual stage of a contract of insurance. The **Insured Person** must answer all of the questions on the **completed application form** honestly and with reasonable care, failure to do so may be regarded as a **Misrepresentation** (see impact of **misrepresentation** section)

Doctor – means a medical practitioner who is currently registered with the appropriate Medical Council to practice medicine. This does not include:

- **you**; or
- **your** brother, brother-in-law, daughter, daughter-in-law, father, father-in-law, fiancé, fiancée, grandchild, grandparent, husband, mother, mother-in-law, partner, sister, sister-in-law, son, son-in-law or wife

Endorsement – means any terms and conditions additional to this policy and specified on **your schedule**

Insured person(s) – means the lead contracting person named on this policy who must be the person named as the main driver in the **Car rental agreement** and is eligible to operate and drive the **Rental car** and who is aged between 21 and 85 years old

Misrepresentation – Innocent, negligent or fraudulent answers provided by the **Insured Person** to the questions on the **your completed application form**

Period of insurance – means the period specified on **your schedule**

Personal Effects – items normally worn, used or carried by you in daily life, but not money, credit cards or items held or used for business purposes

Premium – means the amount referred to as such on **your schedule**.

Rental car – means any car 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.

Schedule – means the **schedule** issued to **you** and any **endorsement** attaching to it

You, Your – means the person(s) named on the **schedule** attached to and forming part of this policy

War – means armed hostilities between two or more countries, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, us, our – Cover-More Blue Insurance Services Limited (trading as Cover-More Europe), acting as an agent on behalf of Zurich Insurance Europe AG.

Geographical Limit of Cover (Europe) – Republic of Ireland, Northern Ireland, United Kingdom and member states of the European Union, Andorra, The Azores, Balearic Islands, Bulgaria, Canary Islands, Channel Islands, Egypt, Gibraltar, Iceland, Liechtenstein, Madeira, Moldova, Monaco, Morocco, Norway, Romania, San Marino, Switzerland, Tunisia, Turkey, Ukraine (excluding the Donetsk People's Republic (DNR, or Luhansk People's Republic(LNR) regions of Ukraine), not exceeding 31 consecutive days for any one **car rental agreement**.

Geographical Limit of Cover (Worldwide) – All

countries excluding; Belarus, Cuba, Iran, Syria, North Korea, Russia or the Crimea, Donetsk People's Republic (DNR, or Luhansk People's Republic (LNR) regions of Ukraine, not exceeding 60 consecutive days for any one **car rental agreement**.

Section 2 – Excess Reimbursement

What is covered

A. Damage, Theft, and Loss of Use

We shall indemnify the **insured person(s)**, as named on the **Car rental agreement**, for the amount of the excess for which an **insured person** is liable under the **Car Rental Agreement**, subject to a maximum of the amount of the excess or €4,000 (or equivalent in local currency) whichever is the lower for any one claim and subject to a maximum of the amount of the excess or €5,000 (or equivalent in local currency) whichever is the lower in any one **period of insurance**, in respect of damage (including damage to windows and tyres the undercarriage and the roof), fire or vandalism to, or theft or loss of use of, the **rental car** during the **period of insurance**

B. Car Rental Key Cover

We shall indemnify the **insured person(s)**, for costs incurred up to a maximum of €600 (or equivalent in local currency), for each and every claim but subject to a maximum of €2,500 in any one Period, for replacing a lost or stolen **rental car** key and replacement locks and locksmith charges

C. Baggage Cover

We shall indemnify the **insured person(s)** against loss of or damage to baggage and/or **personal effects** as a result of theft or attempted theft following visible and forcible entry into the **rental car**, provided that such theft or attempted theft is proved and that the baggage and/or **personal effects** are secured in the **rental car** in either a locked boot or locked glove box

We shall indemnify the **insured person(s)** for such loss or damage during the **period of insurance** up to:

- €500 in total for any one claim
- €150 for any single item

The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied will be €75, subject to a maximum aggregate amount of €250 for all such items

GEOGRAPHICAL LIMIT OF COVER

Section 2 of this insurance (Excess Reimbursement) provides Worldwide cover, not exceeding 60 consecutive days for any one **car rental agreement**, or Europe cover, not exceeding 31 consecutive days for any one **car rental agreement**, (as stated in **your schedule**) but excludes the countries listed at clause 25 in the exclusions section below, for the **period of insurance**.

Section 3 – Supplemental Liability (SLI) / Collision Damage Waiver (CDW)

Important:

The cover provided by the Supplemental Liability section of this Policy shall apply only in excess of (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder and following payment of the full limits under such other insurance. Please note that where the Policyholder has taken out liability insurance cover under the **Car rental agreement**, the Policyholder may consider the amount of cover under that agreement to be sufficient, in which case the Supplemental Liability Coverage provided by this Policy may not be required.

What is covered

A. Loss Damage Waiver (or Collision Damage Waiver (CDW)

We will indemnify the **insured person(s)** for losses incurred during a Covered Rental period, as a result of damage, fire, vandalism, theft or loss of use of the **rental car** issued for business or pleasure, up to the lower of:

- US\$100,000 (or the equivalent in local currency), or the value of the **rental car**;

We will also pay legal costs incurred with **our** written consent in the defence of any claim which may be the subject of indemnity under this Policy.

The indemnity provided by this Section 3A shall apply only in excess (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder

B. Bodily injury and Damage to Material Property

We shall indemnify the **insured person(s)** against all sums which they shall become legally liable to pay as damages and claimants' costs in respect of claims for bodily injury and damage to material property arising out of an accident resulting from the use of a **rental car** during the Period.

The indemnity provided by this Section 3B shall apply only in excess of (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder and the maximum **we** will pay in respect of all claims arising from any one accident shall be the difference between such limit of indemnity and US \$1,000,000

C. Un-Insured & Underinsured Motorist Compensation

Where an **insured person(s)** is injured by an uninsured or under-insured motorist, or by a motorist whose insurance is repudiated by his/her insurance company, and the **Insured person(s)** is awarded damages (not including costs, which are not covered under this policy) in respect of that injury by a court of law, **we** shall pay to the **insured person(s)** the uninsured balance of the award. The indemnity provided by this Section 3C shall apply only in excess of (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder and the maximum **we** will pay under this Section 3C shall be the difference between such limit of indemnity and the

amount of damages (not including costs, which are not covered under this policy) awarded in favour of the **insured person(s)** against the motorist for which that motorist is uninsured up to the sum of US\$100,000

D. Hit and Run Motorist Compensation

Where an **insured person(s)** is injured, or his/ her property is damaged by an unidentified or untraceable motorist, and an award of damages is made in favour of the **insured person(s)** in respect of that injury or property damage by a court of law, **we** shall pay to the **insured person(s)** the sum of damages awarded.

The indemnity provided by this Section 3D shall apply only in excess of (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder and the maximum **we** will pay under this Section 3D shall be the difference between such limit of indemnity and the amount of damages (not including costs, which are not covered under this policy) awarded in favour of the **insured person(s)** up to the sum of US\$100,000.

E. Lost or Stolen Rental car Keys

We shall indemnify **insured person(s)** for costs incurred, up to a maximum of €600 for each and every claim, subject to a maximum of €2,500 for all claims in any one **period of insurance**, for the costs of replacing a lost or stolen **rental car** key, including replacement locks and locksmith charges. The indemnity provided by this Section 3E shall apply only in excess of (i.e. over and above) the limits of indemnity specified under any other insurance taken out by the Policyholder.

GEOGRAPHICAL LIMIT OF COVER

Section 3 of this insurance (SLI/CDW)

provides cover in respect of events taking place in the USA and/or Canada only (or if specifically noted on **your Schedule**, in South & Central America) for the **period of insurance**, not exceeding 60 consecutive days for any one car rental

What is not Covered – Sections 2 and 3

We will not cover the following:

1. Any **insured person(s)** where the appropriate or additional **premium** has not been paid in full.
2. Insurance effected in circumstances where a claim might reasonably be anticipated.
3. Loss, damage, accidents, proceedings or any other events that may otherwise give rise to a claim under this policy where Claims Notification has not been made within 31 days of the occurrence of the loss, damage, accident, **insured person(s)** becoming aware of proceedings, or other event.
4. Loss arising from:
 - deliberately self-inflicted injury or illness,
 - alcoholism or the use of alcohol, the use of drugs other than in accordance with the manufacturer's instruction or treatment prescribed and directed by a registered **doctor**,
 - the use of drugs for the treatment of drug addiction,
 - or deliberate or reckless exposure to danger (except in an attempt to save human life).
5. Loss arising from, or in connection with, any fraudulent, dishonest or criminal act committed by any **insured person(s)** or any

- person with whom they are in collusion.
6. Loss arising from the operation of the **rental car** in violation of the terms of the **Car rental agreement**.
 7. Loss arising from, or in connection with, transporting contraband or illegal trade.
 8. Loss arising from driving by persons who are not named in the **Car rental agreement**
 9. Losses occurring whilst driving other than on a dedicated public highway.
 10. Driving by persons who do not have a valid driving licence.
 11. Losses where the **rental car** is not licensed for road use.
 12. **Insured person(s)** when driving any kind of vehicle while the alcohol level in their blood is higher than the legal limit of the country where the incident occurs.
 13. Losses where the **rental car** is used in, or training for, racing competitions, trials, rallies or speed testing.
 14. Fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or constitute a judgment for any actual loss or damage sustained.
 15. Loss or damage which, but for the existence of this insurance, should be recoverable under any other insurance.
 16. Any expenses assumed, waived or paid by the Rental Company or its insurers.
 17. Loss arising in respect of vehicles which are not **rental cars**.
 18. Expenses reimbursed by any **insured person's** employers' insurer.
 19. Loss arising from wear and tear, gradual deterioration, insect or vermin, inherent vice or inherent damage.
 20. Loss arising on the rental of any vehicle other than a private car with less than 9 seats.
 21. Loss arising on the rental of "expensive or exotic" vehicles not considered to be a conventional and usual **rental car**, and "antique" vehicles, which are over 20 years old or which have not been manufactured for 10 years or more or any vehicle with a retail purchase price in excess of €100,000.
 22. Damage to the **rental car's** contents.
 23. Replacement of locks when only the parts need to be changed.
 24. The hire of a **rental car** by an individual whose main residence is located within the USA or Canada, The Caribbean, South and Central America.
 25. In respect of any claim under Section 2 (Excess Reimbursement), loss or damage arising from any journey in, to or through the following countries; Belarus, Cuba, Iran, North Korea, Syria, Russia or the Crimea, Donetsk People's Republic (DNR), or Luhansk People's Republic (LNR) regions of Ukraine
 26. Losses arising outside the **period of insurance**.
 27. Anyone under 21 years or over 84 years of age.
 28. Any claim under Section 2A (Damage, Theft and Loss of Use) or Section 3A (Loss Damage Waiver) arising from theft, attempted theft or vandalism which is not reported to an appropriate police authority within 24 hours of theft, attempted theft or vandalism or where an official police report has not been obtained

29. Any claim under Section 2C (Baggage Cover) arising from:
 - theft or damage of banknotes, currency notes and coins, photographic or video equipment, camcorders, radios or personal stereo equipment, computers, computer games or associated equipment, mobile telephones, telescopes or binoculars, furs, jewellery, watches, or articles made of or containing gold, silver or other precious metals
 - wear, tear or depreciation of baggage and/ or **personal effects**
 - claims arising from theft or attempted theft which is not reported to an appropriate police authority within 24 hours of discovery or where an official police report has not been obtained
 - loss or damage arising from theft or attempted theft in respect of which evidence of forced entry has not been confirmed by the Rental Company and/or police, or where baggage and/or **personal effects** were not within a locked boot or locked glove box
30. Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any territory or jurisdiction.
31. Any obligation for which an **insured person** may be held liable under any Workers Compensation Act, disability benefits or unemployment law or any similar law.
32. Bodily injury to any person employed by an **insured person** and arising out of and in the course of such employment or the spouse, child, parent, brother or sister of such employee as a consequence of such bodily injury.
33. Bodily injury to any fellow employee of an **Insured Person**, sustained while as a passenger in the **rental car** and arising out of and in the course of the fellow employee's employment.
34. Damage to material property transported by an **Insured Person** or in the care, custody or control of an **insured person**.
35. Bodily injury or damage to material property arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
36. 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 or the combustion of nuclear fuel or (b) radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
37. 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 the **rental car** or to property by or under the order of any government or public or local authority.

SECTION 4 - Personal Accident

Definitions / Meanings of words used in this section

Accident – means a sudden, unexpected, and specific event, external to the body which occurs at an identifiable place and time during the **period of insurance** which results in bodily injury

Bodily injury – means identifiable physical injury to **your** body which is caused directly and solely by an accident, is not intentionally self inflicted and does not result from sickness or disease

Benefit – means the amounts payable under items 1-9 in the Table of benefits shown in this section of the policy

Loss of sight – means the physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining after the bodily injury is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet)

Operative time – means whilst driving, entering or alighting from an insured **rental car** during the **period of insurance** and within the geographical limits of cover

Paraplegia – means the permanent and total paralysis of lower limbs, bladder and rectum

Permanent total disablement – means disability, other than by loss of limb or loss of sight, which totally and permanently prevents **you** from doing

Coma – means **your** continuous unconscious state

Gradually operating cause – means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single accident

Hospital – means an institution which has accommodation for in-patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's or convalescence home or an extended-care facility.

Hospitalisation – means admission to a hospital as an in-patient and for at least 24 hours in a row

Loss – means permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance (separation), of a limb being a complete:

- foot or leg; or hand or ar

any paid work whatsoever for the remainder of **your** life

Quadriplegia – means the permanent and total paralysis of both upper limbs and both lower limbs

What is Covered –

Section 4

If **you** suffer bodily injury during the operative time which, within two years solely and independently of any other cause, results in death, loss of limb, loss of sight, permanent total disablement, quadriplegia, paraplegia, hospitalisation or coma, **we** will pay to **you**, or **your** legal representative if **you** die, the appropriate item shown in the Table of Benefits below

Benefit	Sum Insured
Item 1 - Death	€20,000
Item 2 - Loss of one limb or loss of sight in one eye	€10,000
Item 3 - Loss of one or more limbs or loss of one limb and loss of sight in one eye	€20,000
Item 4 - Loss of sight in both eyes	€20,000
Item 5 – Permanent total disablement	€20,000
Item 6 - Quadriplegia	€40,000
Item 7 - Paraplegia	€25,000
Item 8 - Hospitalisation for each week payable for maximum of 10 weeks in total within 24 months from the date of bodily injury	€100
Item 9 - Coma benefit per week payable for up to 26 continuous weeks in total within 24 months from the date of bodily injury	€100

What is Not Covered – Section 4

We will not pay any claim or indirectly resulting from, contributed by or arising from;

1. **You** being under 21 years of age at the date of the accident
2. **War**, civil war, invasion, insurrection, revolution, use of military power, or usurpation of government by military power
3. Permanent total disablement benefit if **you** are over 65 years of age
4. Any claim for bodily injury which is directly or indirectly resulting from anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition or other mental or nervous disorder
5. **You** being in charge of a **rental car** having a blood/urine alcohol level above the legal limit stated in the Road Traffic Acts of that particular country
6. Back injuries unless supported by a diagnosis using appropriate medical imaging techniques (such as X-rays, CT or MRI scans)
7. **You** being in charge of a **rental car** having taken drugs other than in accordance with the manufacturers instructions or as prescribed by a **doctor**
8. **You** driving a **rental car** when **your** are not in possession of a valid licence to drive such a vehicle as required by law
9. Suicide or attempted suicide or intentional self inflicted injuries
10. Any claim for bodily injury which is directly or indirectly resulting from any gradually

operating cause

11. Whilst using the insured **rental car** for racing or competition or when using the insured **rental car** for hire, reward, courier services, or the carriage of paying passengers

Provisions relating to Section 4

1. If death occurs within thirteen weeks of bodily injury, the benefit under item 1 will be paid and not the benefits under items 2, 3, 4, 5, 6 or 7 as long as death was a result of bodily injury
2. When more than one form of disability results in bodily injury from the same accident the maximum amount payable will be €40,000
3. Upon the payment of a claim under items 1- 7 cover will stop in respect of the person for whom such payment is made
4. A daily rate of 1/7th of the weekly rate will be payable in respect of periods of hospitalisation of less than 7 days.

Section 5 - General Exclusions Applicable to this Policy

We will not cover the following:

1. Any car not specified on **your schedule** as the property insured
2. Any amount in excess of the sum insured, or value, whichever is less;

3. any car where evidence of ownership has not been provided
4. Any losses arising out of driving as **your** occupation or profession
5. Losses that result from the direct actions of member of **your** family, or actions that a member of **your** family knew about or planned
6. Depreciation or consequential loss of any kind
7. Losses caused by illegal acts
8. Losses that **you** have intentionally caused
9. Losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure
10. Losses due to property that has been confiscated, destroyed or seized by any government or public entity
11. Losses due to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, vermin, insects or act of God
12. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
13. Claims arising out of the misuse of a solvent or solvents by inhalation
14. Notwithstanding any provision to the contrary within the insurance or any **endorsement** thereto **we** shall not be liable in respect of liability loss damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (i) **war** invasion, acts of foreign enemies, hostilities, or warlike operations (whether **war** be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
 - (ii) any act of terrorism – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or in any section of the public, in fear
15. Any **car rental agreement** exceeding 31 consecutive days for Europe cover or any **car rental agreement** exceeding 60 consecutive days for Worldwide cover. Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation

16. This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch lists as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.
8. If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover is void, the claim will not be paid and all monies received by **you** or **your** representatives, must be immediately repaid to **us**
9. The cover under this policy is based on the answers and information **you** have given **us** and confirmed on **your schedule** and **completed application form**. **You** must tell **us** immediately or as soon as possible if any of this information changes, as **your** cover may be affected and may be invalidated in the event of a claim (see impacts of **misrepresentation** section).

Section 6 - Policy Conditions

1. **You** must be a resident of the Republic of Ireland and at least 21 years of age
2. Unless **we** have agreed otherwise with **you**, Irish Law and the decisions of the Irish Courts will govern this insurance
3. This insurance may only be altered, varied or its conditions relaxed, or **premiums** changed by one of **our** authorised officials, giving **you** 30 days notice in writing to **your** last known address or via **your** insurance intermediary
4. This insurance is non-transferable
5. Cover excludes costs or payments recoverable from any party, under the terms of any other insurance, including but not limited to **your** household or motor insurance, unless agreed by **us**, other than section 4 (Personal Accident)
6. Any dispute regarding the terms of this contract including any question regarding its existence, validity or termination will be referred to and resolved by arbitration in the Republic of Ireland in accordance with the Arbitration Laws of the Republic of Ireland during the term of this contract
7. The benefits detailed in this policy in respect of the **rental car** are only payable to **you** and any claim may only be presented by **you**
10. In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation. Without prejudice to the foregoing, **we** will not exercise its rights of subrogation against **you** in connection with a claim unless it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).
11. The observance by **you** of the terms, conditions and **endorsements** of this policy as far as they relate to anything to be done or complied with by **you** will be a condition precedent to any liability by **us**

12. **You** must answer all questions on the **completed application form** honestly and with reasonable care. Failure to do so may result in this insurance being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the impact of **misrepresentation** section
13. Third Party Contract Rights. Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an Insured, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland)

Section 7 – How we use Personal Information

We are committed to protecting **your** privacy and personal information at all times. **We** ensure that any personal data **we** process is done so in accordance with applicable data protection legislation. Unless otherwise stated, **we** are the controller of **your** personal data. **You** can view **our** full data protection statement at <https://www.covermoreeurope.com/privacy-policy-cmbblue-ie/>

Sometimes, companies that help **us** provide or manage **your** policy will need to collect **your** personal information. This will only happen:

- where the processing is necessary to provide a quote or contract of insurance.
- where the processing is necessary to follow regulations and the law.

- where you've given **us your** permission
- if it's in **our** 'legitimate interests' to run **our** business and provide **our** services effectively. We'll keep the collection and processing of information for this reason to a minimum

As an insurance intermediary, **we** manage the insurance policy for the insurance provider Zurich Insurance Europe AG (German Branch). When **you** take out an insurance product through **us**, Zurich Insurance Europe AG (German Branch) also becomes the data controller of **your** personal data for the purposes described in its privacy policy.

Zurich Insurance Europe AG (German Branch)'s full data protection policy can be viewed at the following address: <https://www.covermoreeurope.com/zurich-h-privacy-policy/>

How to contact us

If **you** have any questions about how **your** data is used, please contact **us** at dataprotection.blue@covermore.com. If **you** prefer, **you** can write to **our** Data Protection Officer at the following address: Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park, D15 E4FN.

If **you** have any questions about how Zurich Insurance Europe AG (German Branch) uses **your** data, you can contact datenschutz@zurich.com. If **you** prefer, **you** can write to **our** German branch Data Protection Officer at the following address: Zurich Group Germany Group Privacy, 50427 Cologne, Germany

Section 8 – Cooling Off Period and Cancellation

The policyholder can cancel within 14 days of buying this policy, by calling 0818 286510 (Ireland freephone) or emailing us on laya.che@covermore.com.

The policyholder can cancel within 14 days of buying this policy, with a full or partial refund of **premium** being provided unless **you** have made a claim or travelled

The policy holder also has the right to cancel the policy 14 days or more after purchasing, however, the **premium** will not be refunded.

If **we** cancel this policy we will give **you** 7 days notice in writing and **we** will return to **you** the unused portion of the **premium**

This insurance will automatically cancel:
if the **premium** is not paid.

if **you** submit a claim knowing it to be false, fraudulent or a **misrepresentation**

Section 9 - What to do in the Event of a Claim

Should **you** wish to claim under this policy **you** should call the claims team as soon as possible and no later than 31 days after the incurred loss. **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

How to Make a Claim

To make a claim, you must contact us.

Web: claim.covermoreeurope.com/laya

Email: laya@claim.covermoreeurope.com

Phone: 0818 286 510 (Ireland freephone)
or +353 1 681 9125 (International)

Post: ClaimSorted EU Limited
24A Baggot Street Upper
Dublin
Ireland

In the event of any accidents, proceedings or any other events that may give rise to a claim, please contact **us** within 31 days of the incurred loss to notify **us** and request a claim form to be sent to **you** by email, fax or post. **You** can also use the email link on the Claims Page of **our** website shown above to notify **us**. Please fully complete, sign and date the claim form and return it with all supporting documentation outlined below by email or post:

1. A copy of **your** policy
2. A copy of **your** Car rental agreement.
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** will require a copy of the Police Report
5. Renter's copy of the rental company's 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. A copy of **your** credit card statement showing payment of the damages claimed
8. A copy of the driving licence of the person driving the rented vehicle involved in the accident (the driver)
9. The name and address of **your** bank together with the sort code and account details. This will facilitate reimbursement as **we** prefer to make the payment directly to **your** bank
10. Medical certification and/or a death certificate in respect of any claims under Section 4, Personal Accident
11. **You** should read the above carefully as it is necessary to comply with the conditions of this policy. Failure to abide by the conditions of this policy, may invalidate **your** claim

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

After receiving **our** final response or if **we** are unable to conclude **our** investigation into **your** complaint, **you** may be able to refer **your** complaint to an alternative dispute resolution process / financial ombudsman service or other out-of-court proceeding service. Details of who may consider such a complaint and how to contact them can be found at the following website: www.covermoreeurope.com/ombudsmen-information.

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

Section 10 - Complaints Procedure/Caring for Our Customers

Cover-More Europe wants to give **you** the best possible service. If **you** feel **you** have cause for complaint **you** should contact:

The Complaints Department,
Cover-More Europe,
Suite 11, Fifth Floor,
No. 2 Stemple Exchange,
Blanchardstown Corporate Park
D15 E4FN

Or email us on
customercomplaints@covermore.com.

JURISDICTION AND APPLICABLE LAW

All claims by the **insured person(s)** under this Policy shall be governed by the laws of the Republic of Ireland whose courts alone shall have jurisdiction in any dispute arising under this insurance.

Summary of Important Contact Details

Helpline prior to travel

Cover-More Europe
Suite 11, Fifth Floor
No. 2 Stemple Exchange
Blanchardstown Corporate Park
D15 E4FN
Phone: 0818 286 510 (Ireland freephone)
E-mail: laya.che@covermore.com
Phone lines are open Monday to Friday
between 9.00am and 5.00pm (excluding Bank
holidays)

Claims - Claims Services

ClaimSorted EU Limited
24A Baggot Street Upper
Dublin
Ireland
Phone: 0818 286 510 (Ireland freephone)
Email laya@claim.covermoreeurope.com
Phone lines are open Monday to Friday
between 9.00am and 5.00pm (excluding Bank
holidays)

Laya Healthcare Limited, trading as Laya Travel and Laya Life is regulated by the Central Bank of Ireland.

This insurance is introduced and marketed by Laya Healthcare and arranged through Cover-More Blue Insurance Services Limited trading as Cover-More Europe which is appointed as Managing General Agent to act on behalf of the insurer, Zurich Insurance Europe AG. Laya Healthcare Limited is a private company limited by shares registered in Ireland with company number 242048, and registered office address Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181. Laya Healthcare Limited is authorised and regulated by the Central Bank of Ireland, firm reference number C12679.

Cover-More Blue Insurance Services Limited is a company registered in Ireland with company number 345681, and registered address Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland. Cover-More Blue Insurance Services Limited is authorised and regulated by the Central Bank of Ireland, firm reference number C29373.

Zurich Insurance Europe AG is a company registered with the commercial register in Germany under HRB 133359, with registered address at Platz der Einheit 2, 60327 Frankfurt am Main, Germany. Zurich Insurance Europe AG is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), firm reference number 10005151.



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