

General insurance terms and conditions

Polycy number 5035242



PERSONAL EFFECTS COVERAGE (PEC) – Confirmation of insurance

As a rental customer and authorized driver of a rental vehicle / passenger vehicle arranged by Enterprise Autovermietung Deutschland B.V. & Co. KG (“**Enterprise**”), the authorised holder of this confirmation of insurance (certificate) and his / her fellow travellers (Beneficiaries) are insured in accordance with the following Schedule and Terms and Conditions. Enterprise, Mergenthalerallee 42, 65760 Eschborn, Germany, is policyholder of the group insurance contract.

Premium

The total premium, of EUR 4,- per day, includes 19% insurance taxes.

Benefit overview

Personal Property Coverage		Insured sum	Operative time
Baggage Indemnity Per Vehicle	EUR	7,500	
Theft, damage, or loss of personal baggage per person*	EUR	1,850	Whilst baggage is in the vehicle, at any time during the rental period (luggage left unattended in a vehicle must be out of sight in a locked luggage compartment).
<i>* Subject to Reimbursement value</i>			
Additional Coverage			
Delayed personal baggage per person	EUR	500	Where baggage is delayed on a conveyance (minimum of a 6hr delay), and there is a pre-booked rental agreement in place including PEC insurance coverage before travel commenced
Loss of travel documents, travel tickets, vehicle or home keys, credit or debit cards per person	EUR	500	At any time during the rental period.
Electronics and Mobile Devices Coverage	EUR	2,500	
Theft, damage, or loss of mobile and electronic device limit per vehicle*	EUR	2,500	Whilst electronic devices are in the vehicle, at any time during the rental period (devices left unattended in a vehicle must be out of sight in a locked luggage compartment).
<i>* Subject to Reimbursement value</i>			

HOW TO CONTACT US

Email: schade.zurich@globalneth.nl

IMPORTANT NOTES

Insurance cover exists only for the driver registered (Certificate holder) via the booking of the rental vehicle and his / her fellow travellers (Beneficiaries), and only for the Rental Period.

General insurance terms and conditions

PREAMBLE

The group insurance policy is taken out by Enterprise through Aon Versicherungsmakler Deutschland GmbH (“Aon”), Caffamacherreihe 16, 20355 Hamburg, registered in the Commercial Register of Hamburg District Court under the number: Hamburg HRB 16824, and registered as an insurance broker in the Register of intermediaries und the number: D-9F23-QP4LO-94, www.vermittlerregister.info, with the insurer Zurich Insurance plc, Belgian Branch

Enterprise Autovermietung Deutschland B.V. & Co. KG (“Enterprise”)
Mergenthalerallee 42, 65760 Eschborn

You and Enterprise conclude an arrangement to optional cover by the group personal effects coverage insurance (PEC). Enterprise receives and formalises its customer’s agreement to optional cover by the group personal effects coverage (PEC) insurance policy by delegation of the Insurer. The Beneficiaries are insured in accordance with the following terms and conditions.

Enterprise collects the corresponding premiums by sub delegation received from the insurance intermediary, Aon. Aon collects the premiums, by delegation from the Insurer.

Zurich Insurance plc, Belgian branch manages the claims.

The Insurer’s contact details are as follows:

Zurich Insurance plc, Belgian branch
Corporate Village – Building Caprese, 5th Floor
Da Vincilaan 5
1930 ZAVENTEM

Insurance coverage under this policy takes only effect if the rental agreement has been effectively concluded, the contract for optional cover by the group personal effects coverage insurance (PEC) is effective, and the corresponding premium has been paid on time.

DEFINITIONS:

Accident

Any sudden, unforeseeable and unstoppable event occurring to the rental vehicle and due to causes external to the Beneficiaries. A fire in the rental car is considered an accident.

Certificate holder

The natural person who holds the rental agreement for the vehicle with Enterprise and is designated in the rental agreement.

Beneficiaries

The driver authorised by the rental agreement to drive the rental vehicle as well as the Passenger(s) of the rental vehicle and the Certificate holder, it being understood that the Certificate holder will have confirmed the agreement in the document taking out the optional insurance and paid the corresponding premium.

Insurer

Zurich Insurance plc, Belgian branch

Personal Baggage

Baggage, objects and other personal effects transported in the rental vehicle and belonging to the Beneficiaries, including home or rental vehicle keys

Electronics and Mobile Devices

Photographic cameras, wireless sets, portable computers, mobile telephones and other similar electrical or electronic equipment transported in the rented vehicle and belonging to the Beneficiaries

Money

Bank notes and coins in legal tender, cheques, travellers’ cheques, postal or money orders, postal stamps, pre-paid coupons or vouchers or travel tickets or gift tokens, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards

Keys

home or rental vehicle keys

Valuables

jewellery, precious metal objects, precious stones, pearls, watches and furs.

Passenger

Transported person present in the rental vehicle

Rental period

Period of hire stipulated in the Enterprise vehicle rental agreement and any additional rental period accepted by Enterprise Coverage is provided up to 50 days in total.

Claim

Event that may result in the application of policy cover. All claims for cover relating to one same event constitute one same Claim.

Purchase value

The amount appearing on the original invoice issued at the time of purchasing the Personal Baggage and its contents as well as Electronic Devices.

Reimbursement value

The reimbursed amount in case of claims underlies a wear and tear scale. The reimbursement value is depending on the age of the item and is calculated in years from the purchase date and paid out as a % of the purchase value as per follows

Age of Item	Payout in % of purchase value
Less than 1 year	100%
>1 years but less than 2 years	70%
>2 years but less than 3 years	30%
3 years and above	10%

Rental vehicle

A four wheeled land motor vehicle no more than 3.5t and/or a capacity of 8+ passengers, rented by Enterprise, and whose registration matches the vehicle provided to the Certificate holder.

Loss

Permanent disappearance of an item

Damage

Physical injury to tangible property which can result in reduced functionality or total destruction

Theft

Unlawfully taking possession of tangible property with or without applying force to the certificate holder or to the Beneficiary(s)

You

The Certificate holder of the optional group policy (personal)

Transport Provider

A properly licensed coach operator, airline, cruise line, shipping line or railway company which operates under a scheduled published timetable.

Essential Purchases

underwear, socks, toiletries, non-prescription medication, change of shoes/clothing and a bag

PEC

Personal Effects Coverage, the name of this insurance product

WHERE DO WE PROVIDE COVERAGE?

The cover applies to claims occurring in the countries where the rental agreement applies.

GENERAL PROVISIONS

Main business activity of the insurer

The object of the company is the direct and indirect operation of all lines of private insurance business in Belgium and abroad and of other business closely related to insurance operations.

Main features of the insurance coverage

The mutual rights and obligations and the scope of benefits are in accordance with the certificate, the General insurance terms and conditions, the definitions and the statutory provisions.

The scope of benefits agreed with you can be found in your application, your certificate and the General terms and conditions of Insurance.

Conclusion of the contract

If you reserve the rental vehicle online and wish to purchase PEC insurance online, by selecting and booking the PEC insurance, you submit an application to join the group PEC insurance, which Enterprise accepts with a confirmation email. At the Enterprise counter where you pick up your reserved rental vehicle, you sign a confirmation that you have received the Insurance Product Information Document, the certificate and the General insurance terms and conditions.

At your request, you may also conclude the contract for joining the group PEC insurance at the Enterprise counter by signing the contractual agreement documents at the counter. In this case, the **Delayed Personal Baggage** insurance does not apply.

Beginning and End of Insurance cover

If you book the PEC Insurance online, the insurance cover begins with the handover of your baggage to the Transport Provider.

Otherwise, the insurance coverage takes effect on the day of the effective date indicated in the rental Agreement signed by the Certificate holder.

The term of insurance cover corresponds to the term of the vehicle rental agreement.

Premium

The value of the premium is calculated per day of rental of the vehicle. The total premium for the subscription is indicated in your rental agreement documentation.

Additional costs incurred

No additional costs will incur.

Premium payment and due date

The premium is due upon conclusion of the contract and has to be paid fully in advance of beginning of insurance cover. In case of a shorter than expected rental duration, no premium return will be provided.

The premium can be paid by direct debit, credit / debit card or cash.

Information on the legal consequences of non-payment of the premium

If the premium has not been paid when the insured event occurs, the insurer is not obliged to pay benefits unless you are not responsible for the non-payment.

Cancellation and end of insurance cover

You can cancel your arrangement to optional cover by the group personal effects coverage insurance (PEC) before the Rental Agreement incept and we will provide you with a refund of Your premium. If you cancel after the Rental Agreement started, no premium refund will be provided.

Statutory cancellation rights remain unaffected.

Claiming the insurance benefit

In deviation from Sec 44 para. 2 VVG, you can assert the insurance benefit directly against the insurer in the event of a claim.

Set-off by the insurer

If you have paid your premium in good time, the insurer may not offset your due entitlement to insurance benefits against a claim he has against the policyholder.

Applicable law and legal process

German law is applicable.

If you want to file an action in connection with the group insurance contract, you may choose the following courts:

- a) court having local jurisdiction for your place of residence or the court having local jurisdiction for your habitual place of residence.
- b) Court that has local jurisdiction for our place of business or for the branch office serving you.

If we wish to assert claims against you before a court of law, the courts of the place in which you are resident in Germany at the time of filing the action shall have jurisdiction.

Contractual language and communications

The contractual language is German and English, unless otherwise agreed. In case of doubt as to interpretation, the German version shall prevail. The whole communication in respect of this group insurance policy will be in German or English.

Complaints board

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, you can contact us by email at schade.zurich@globlneth.nl.

If the complaint is not resolved to your satisfaction, you may be able to refer your complaint to "Ombudsman des Assurances".

You can find information about the arbitration board, the complaints procedure and the contact options on the Internet at: www.ombudsman-insurance.be/fr

The postal address is:

Square de Meeûs 35, 1000 Brussels, Belgium

E-mail address: info@ombudsman.as

You also may be able to refer your complaint to "Außergerichtliche Streitbelegungsstelle für Verbraucher und Unternehmer e.V."

You can find information about the arbitration board, the complaints procedure and the contact options on the Internet at: www.streitbelegungsstelle.org.

The postal address is:

Gohliser Straße 6,

04105 Leipzig, Germany

E-mail address: kontakt@streitbelegungsstelle.org

The "Außergerichtliche Streitbelegungsstelle für Verbraucher und Unternehmer e.V." (Out-of-Court Dispute Resolution Body for Consumers and Entrepreneurs) is an independent conciliation body that operates cost-effectively for entrepreneurs.

The possibility of taking legal action remains unaffected.

Supervisory authority

As an insurance company, we are subject to supervision by the authorities listed below:

Ireland

Central Bank of Ireland (CBI) Insurance Division

North Wall Quay Spencer Dock PO Box 559

Dublin 1

Ireland

Belgium

National Bank of Belgium (NBB)

Boulevard de Berlaimont 14

1000 Brussel

Belgium

Germany

Federal Financial Supervisory Authority (BaFin),
Graurheindorfer Strasse 108,
53117 Bonn
Germany

If you have any questions or complaints related to your insurance, you can contact either of these authorities. Please note that the above-mentioned authorities are not arbitration bodies and individual disputes will not be bindingly decided by them.

Right of revocation

The right of revocation does not apply to insurance contracts with a term of less than one month.

Section 1

Right of revocation, consequences of revocation and special instructions

You can revoke your contractual declaration in text form (e.g. letter, fax, email) within a period of 14 days without giving reasons.

The revocation period begins when you have received

- the confirmation of insurance,
- the contractual provisions,

including the General Terms and Conditions of Insurance applicable to the contractual relationship, these in turn including the tariff provisions

- these instructions,
- the insurance product information document
- and further information,

which must be provided in accordance with Section 1 of the VVG-Informationspflichtenverordnung (**these information are listed below in Section 2**),

in text form in each case.

The timely dispatch of the revocation is sufficient to comply with the revocation period.

The revocation is to be sent to:

Enterprise

or

Zurich Insurance plc, Branch Belgium

Email: schade.zurich@globalneth.nl

Consequences of revocation

In the event of a valid revocation, the insurance cover will end and the insurer will refund to you the part of the premiums attributable to the period after receipt of the revocation, if you have agreed that the insurance cover begins before the end of revocation period. In this case, the insurer may retain the part of the premium that is attributable to the period up to the receipt of the revocation; this is the amount that is equally attributable to the days for which the rental vehicle was rented up to the date of receipt of the revocation. The insurer must reimburse amounts to be repaid without delay, at the latest 30 days after receipt of the revocation.

If the insurance cover does not commence before expiry of the revocation period, the effective revocation shall result in the return of the benefits received and any profits (e.g., interest) being surrendered.

Special Notes

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your explicit request before you have made use of your right of revocation.

Section 2

List of further information you must receive according to Sec. 1 VVG-Informationspflichtenverordnung for the beginning of the revocation period.

With regard to the further information referred to in Section 1 Sentence 2, which must be provided in accordance with Sec. 1 VVG-Informationspflichtenverordnung, the information obligations are listed in detail below:

The insurer must provide you with the following information:

1. the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register with which the legal entity is registered and the relevant register number must also be provided;
2. the insurer's address for service and any other address relevant to the business relationship between the insurer and you; in the case of legal persons, associations of persons or groups of persons, also the name of a person authorised to represent them; if the notification is made by transmitting the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form;
3. the main business activity of the insurer;
4. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
5. the total price of the insurance, including all taxes and other price components, whereby the premiums are to be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation enabling you to check the price
6. details regarding payment and fulfilment, in particular on the method of payment of premiums;
7. the time limit of the period of validity of the information provided, for example the period of validity of time-limited offers, in particular with regard to the price;
8. information on how the contract is concluded, in particular on the commencement of the insurance and the insurance cover and the duration of the period during which the applicant is to be bound by the application;
9. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount you may have to pay in the event of withdrawal; insofar as the notification is made by transmitting the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form;
10. information on the duration of the contract
11. information on the termination of the contract, in particular on the contractual terms and conditions of termination; where the communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information shall be provided in a prominent and clear manner
12. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;
13. the law applicable to the contract, a contractual clause on the law applicable to the contract or on the competent court;
14. the languages in which the terms of the contract and the prior information referred to in this subsection will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
15. possible access for you to an out-of-court complaint and redress procedure and the conditions for such access, expressly stating that this does not affect the possibility for you to take legal action;
16. the name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

End of the revocation policy

WHAT COVERAGE DO WE PROVIDE?

Personal Property coverage

We will pay proven repair costs where appropriate or the reimbursement value of Your or (a) Beneficiaries Personal baggage in case of

- Damage to the Personal Baggage when they are inside the rental vehicle following an Accident.
- Loss of the Personal Baggage occurring at the same time of the theft of the rental vehicle
- Theft of the Personal Baggage without disappearance of the rental vehicle, provided that there has been forced entry into the locked rental vehicle and the Personal Baggage has been stored out of sight in a locked luggage compartment

Cover is provided up to the maximum limits per person and per rental vehicle as indicated in the schedule on page 1.

This cover is limited to 1 single claim throughout the period of rental of the vehicle and is granted on presentation of supporting evidence as described in the Claims Provisions section.

Delayed Personal Baggage

If Your or (a) Beneficiaries Personal Baggage is delayed by a Transport Provider for more than 6 hours, we will reimburse up to the limit as indicated in the schedule on page 1 for Essential Purchases after a 6 hour delay and before the Personal Baggage was returned.

The coverage is **only** valid for Journeys where a pre-booked rental agreement with Enterprise has been made and PEC insurance has been selected before travel commenced. This section does not apply on the leg of the Journey that returns You Home.

Item receipts (copies) and confirmation of the length of delay from the Transport Provider must be evidenced in case of a claim.

Loss of Travel documents, Travel Tickets, Vehicle or Home keys, Credit or Debit Cards

We will reimburse proven costs for replacement up to the limit as indicated in the schedule on page 1 in case Your or (a) Beneficiaries travel document/tickets, vehicle/home keys or credit/debit cards are lost during the Rental Period.

For Loss of Keys, we will also reimburse replacement locks and locksmith charges within the above mentioned limits.

Electronic and Mobile Devices Coverage

We will pay proven repair costs where appropriate or the Reimbursement Value of the Electronics and Mobile Devices in case of

- Damage to Your or (a) Beneficiaries item when they are inside the rental vehicle and following an Accident.
- Loss of Your or (a) Beneficiaries item occurring at the same time of the theft of the rental vehicle
- Theft of Your or (a) Beneficiaries item without disappearance of the rental vehicle, provided that there has been forced entry into the locked rental vehicle and the item has been stored out of sight in a locked luggage compartment

Cover is provided up to the maximum limits per rental vehicle as indicated in the schedule under on page 1.

This cover is limited to 1 single claim throughout the period of rental of the vehicle and is granted on presentation of supporting evidence as described in the "Obligations in the event of a claim" section.

WHAT IS EXCLUDED FROM COVERAGE?

For all covers, we will not pay:

- 1) when the Beneficiaries do not comply with the provisions of the rental agreement for the Rental Vehicle;
- 2) when the Rental Vehicle was left unlocked and without supervision
- 3) for accidents occurring whilst the driver is driving under the influence of alcohol above the legally allowed limits in the country of travel or have refused to undergo a blood alcohol test.
- 4) for accidents occurring when you are driving under the influence of a drug or narcotic;
- 5) for accidents occurring whilst the driver is driving under the influence of medications that have not been prescribed by a competent medical authority.
- 6) accidents occurring when you participate in a competition or trials with a view to participating in a competition with the rental vehicle.
- 7) accidents occurring when you participate in a crime or intentional offence, other than in the case of legitimate defence.
- 8) for deliberate acts by the Beneficiaries;

- 9) War or hostilities, civil unrest, terrorism act or any similar event.
- 10) for consequences of the direct or indirect effects of explosion, heat release, irradiation from transmutations of atomic nuclei or radioactivity, as well as those due to the effects of radiation caused by the artificial acceleration of particles;
- 11) for covered property and/or activities when the insurer is prohibited from providing an insurance policy or service due to a sanction, restriction or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;
- 12) for covered property and/or activities when they are subject to any sanction, restriction, partial or total embargo or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision only applies if the insurance policy and covered property and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition.

For the **Personal Property coverage**, we will not pay for

- 1) Valuables and Money
- 2) Losses due to normal wear and tear, misuse, fraud, gradual deterioration and/or abuse; inherent product defects.
- 3) Unexplained loss and disappearance;
- 4) Damages not related to a car Accident
- 5) Theft or loss outside the vehicle or when left at open sight in the vehicle, even when the vehicle is locked
- 6) Any tools for professional use
- 7) Goods transported against payment.
- 8) Goods whose purchase, possession or use is prohibited in Germany or the country of travel.
- 9) Weapons or other form of armory
- 10) Animals, perishable foodstuffs and plants transported in the rental vehicle.
- 11) Thefts committed by members of your or the Beneficiaries' family living under your roof, or with their complicity.
- 12) Theft committed by one of the Beneficiaries.
- 13) Goods for which the Beneficiaries are unable to present a purchase invoice in his/her name.
- 14) Theft or losses occurred overnight, when the Personal Property could have been safely stored in a deposit box in the accommodation, or in a locked hotel or luggage room in the accommodation.

For the **Delayed Personal Baggage coverage**, we will not pay for

- 1) delay that is not attributed to the responsible Transport Provider.
- 2) any claim for Personal Baggage delayed or detained by customs or other officials

All reports must be confirmed in writing by the Transport Provider at the time of making the report. If You are unable to provide Us with a copy of the Transport Provider's report, You must provide Us with a reasonable explanation and details of the time and place You made the report, including their contact details

For the **Electronic and Mobile Device Coverage** we will not pay for

- 1) Losses due to normal wear and tear, misuse, fraud, gradual deterioration and/or abuse; inherent product defects.
- 2) Unexplained loss and disappearance;
- 3) Damages not related to a car Accident
- 4) Theft or loss outside the vehicle or when left at open sight in the vehicle, even when the vehicle is locked
- 5) Paint damage or damage caused by scratching or chipping
- 6) Damage resulting from the gradual influence of temperature, moisture and weather conditions
- 7) Theft or losses occurred overnight, when the Electronic or Mobile Device could have been safely stored in a deposit box in the accommodation, or in a locked hotel or luggage room in the accommodation.

Obligations in the event of a claim

In every claim involving theft or damage of the Rental Vehicle you must follow the instructions provided to you by Enterprise.

You must notify us as soon as practicable in the event of a claim, and as follows:

- Email us at schade.zurich@globalneth.nl

To check Your claim in a fast manner, you must provide us immediately, at the latest upon expiry of 14 days after occurrence of the insured event, with the following information or documents:

- 1) A description of what happened including exact time, date and location
- 2) Any evidence to proof your claim
 - o For any theft/Loss/damage case involving the Rental Car and items in it

- police report
 - confirmation of Enterprise with the proof of damage
- 3) In addition to the above points 1 and 2, in order to claim for the following benefits the additional information or documents are required
- Delayed luggage
 - Confirmation from the Transport Company including delay time
 - Receipts of purchased items
 - Confirmation of pre-booking of Rental Car including PEC insurance
 - Electronic and Mobile devices
 - Original receipt proving your ownership and purchase value
 - Photos documenting the damages
 - Repair bills by a manufacturer approved repair center.
 - Personal Property
 - Receipts for stolen goods (if available)
 - Photos documenting the damages
 - Repair bills
 - Lost Documents/credit cards/keys
 - Reissuance or replacement invoices
 - Confirmation of card blockages

If you intentionally breach an obligation stipulated in this section, the insurer is not obliged to pay. In the case of grossly negligent non-observance of the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence shall be on the policyholder. In the event of gross negligence, the insurer is nevertheless obliged to pay benefit, insofar as the non-observance of the obligation neither caused the occurrence or the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment.

Personal data

Personal data is requested when applying for insurance. These are processed by the Insurer for the purpose of entering into and performing contracts, carrying out marketing activities, preventing and combating fraud against financial institutions, statistical analysis and complying with legal obligations.

For more information see: <https://www.benelux.zurich.com/nl-nl/services/privacy>