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Car Hire Excess Insurance

It's good to live



Welcome to your laya healthcare car hire excess insurance policy.

This policy document along with **your insurance schedule** and **completed application form** the basis of **your** contract of insurance. Together, these documents explain what **you** are covered for. The policy document contains conditions and exclusions which **you** should be aware of. **You** must keep to all the terms and conditions of the insurance.

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 **completed application form** to make sure that the information shown is correct.

Signed for and on behalf of

A handwritten signature in blue ink, which appears to read "Aidan Connaughton". The signature is fluid and cursive.

Aidan Connaughton
General Manager
AIG Europe S.A.
30 North Wall Quay,
International Financial Services Centre,
Dublin 1,
D01 R8H7

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Car Hire Excess Insurance

Insurance providers

Laya Healthcare Car Hire Excess insurance is underwritten by AIG Europe S.A.. AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland.

Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 0818 681 681. E-mail: enquiries@centralbank.ie Web: <http://www.centralbank.ie>

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

Insurance Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

Your Car Hire Excess Insurance

Welcome to **your** Laya Healthcare 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 **Us**, AIG Europe S.A. 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 Section 2 (Excess Reimbursement)
- Indemnity **you**, if operative, under Section 3 (Supplemental Liability)
- 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.

AIG Europe S.A, Ireland branch does not provide advice or any personal recommendation about this product.

Commission & Fees

When Laya Healthcare sell you a policy, Laya Healthcare receive commission from the insurer which is a percentage of the total premium.

You agree to abide by the conditions of the policy.

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 or 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 practise 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 – AIG Europe S.A.

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, Russia (West of the Urals), San Marino, Switzerland, Tunisia, Turkey, Ukraine, not exceeding 31 consecutive days for any one **car rental agreement**.

Geographical Limit of Cover (Worldwide) – All countries excluding; Afghanistan, The Balkans, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Lebanon, Liberia, North Korea, Myanmar, Sudan, Syria, Zimbabwe or the Crimea Region, 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 agreement**.



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; **Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, Lebanon, North Korea, Myanmar, Sudan, Syria, The Balkans, Zimbabwe or the Crimea Region**
 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

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 arm

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 limits

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 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.
16. The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

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**
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).
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

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **us**.

The types of Personal Information we may collect and why

Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims


- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information

For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to **bodily injury** to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer

Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda



and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policy (see below).

Security of Personal Information

Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights

You have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policy (see below).

Privacy Policy

More details about **your** rights and how **we** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <https://www.aig.ie/privacy-policy> or **you** may request a

copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

Section 8 – Cooling Off Period and Cancellation

Cooling Off period

If this cover does not meet **your** needs, **you** may return this policy and **schedule** to **us** within 14 working days of the start date of cover shown in the original **schedule** or the day, on which **you** receive this policy and **schedule**, whichever is the later

If **you** cancel this policy within the cooling-off period and there are no claims, **you** will receive a full refund in **premium** including any administration charge. However, if there has been a claim, **we** will not refund any part of the **premium** or any administration fee

Cancellation

You can cancel this policy at any time after the cooling-off period by giving **us** notice in writing to AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1 or by e-mail to layahealthcare.carhireexcessinsurance@aig.com. Cancellation will only take effect upon our receipt of **your** written cancellation request. Please be aware that due to the nature of the cover provided by an annual car hire excess insurance policy, no refunds will be issued for policies cancelled after the 14-day cooling off period has expired. If this policy is cancelled and the **premium** is paid by direct debit, **you** must tell **your** chosen bank, building society or financial institution to stop making payments

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 AIG Claims Department 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**.

Phone: +353 1 2081400

Fax Number: + 353 1 2837773

Email: claims.ie@aig.com

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, fax or post:

1. A copy of **your** policy from **us**
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

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.

Section 10 - Complaints Procedure/Caring for Our Customers

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for complaint **you** should contact:

The Customer Complaints Officer
AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.
Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

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).

If **you** are a consumer and **you** are not satisfied with the final outcome of **your** complaint, **you** can make a complaint to the Financial Services and Pensions Ombudsman:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place, Dublin, D02 VH29.
Phone: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with **our** head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L-1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>; or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 11 rue Robert Stumper, L-2557 Luxembourg, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: https://consumer-redress.ec.europa.eu/index_en

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.

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.

Laya Healthcare Car Hire Excess insurance is underwritten by AIG Europe S.A.

AIG Europe S.A.
30 North Wall Quay,
International Financial Services Centre,
Dublin 1,
D01 R8H7.

it's good to live



Health Insurance provided by Elips insurance (Inc. Liechtenstein) trading as laya healthcare . Laya healthcare limited , trading as laya healthcare and laya life is regulated by the Central Bank of Ireland.

LAYA-CARHIRE-EXCESS-003 0725

