



COLLISION DAMAGE WAIVER AND SUPPLEMENTAL LIABILITY PLUS EXCESS INSURANCE

Terms and Conditions

This insurance is sold and administered by Blue Insurance Limited (referred to as the '**policy administrator**'). Blue Insurance Limited is regulated by the Central Bank of Ireland. The insurance is underwritten by Lloyd's Syndicate 5820, which is managed by AmTrust Syndicates Limited. AmTrust Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can visit the Financial Conduct Authority website, which includes a register of all regulated firms at www.fca.org.uk/register or by contacting them on 0800 111 6768.

OSG Business Solutions (referred to as the '**claims administrator**') is appointed by **us** to handle all claims under this insurance. **You** can find their details in Section 10 'How to Make a Claim.'

This is **your** insurance policy which includes important details about the cover provided and any exclusions that may apply. It is only valid when **you** have also received **your policy schedule** which also comprises the information **you** gave **us** when **you** applied. These two documents should be kept in a safe place, as together they make up the entire insurance contract between **you** and **us** (the insurer).

Please check them carefully to make sure they give **you** the cover **you** want. If **you** have any questions, there is anything that **you** do not understand, or if **you** need to make any changes to the information disclosed when **you** arranged this insurance please contact **your** issuing agent.

Certification of Cover

This policy and **your policy schedule** certify that insurance is effected between **you** and **us**.

We have entered into a Binding Authority Contract reference number B6025EW1582016 with Blue Insurance Limited under which **we** have authorised them to sign these documents on **our** behalf.

In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

A handwritten signature in black ink that reads "Ciaran Mulligan". The signature is fluid and cursive.

Signed by Ciaran Mulligan,
Authorised signatory for Blue Insurance Limited.

1. Introduction

What is Collision Damage Waiver and Supplemental Liability plus Excess Insurance?

This policy covers **you** for the car hire insurance **excess**, which is the amount **you** are responsible for paying towards repair costs if the **rental vehicle** suffers any **damage**. Excess reimbursement is designed to repay **you** the amount of any **excess** or repair costs **you** have to pay under the terms of the **rental agreement** following **damage** to the **rental vehicle**. When **you** purchased this policy **you** were given the option to add Supplemental Liability cover (SLI), if purchased this will be shown on **your schedule**. Most car rental agreements in USA, Canada, The Caribbean, South and Central America only offer limited or no third party liability insurance. Where SLI cover has been purchased, this policy provides cover for any amount **you** become liable for over and above the car hire company's own policy, up to US\$ 100,000 (or equivalent in local currency) for damage to the rental vehicle and US\$ 1,000,000 for third party bodily injury and damage to material property.

Language

All insurance documents and all communications with **you** will be in easy to understand English.

Disability

If **you** have any disability that makes communication difficult, please tell **your** issuing agent or OSG Business Solutions, whichever is applicable, and they will be pleased to help.

2. To Qualify for Cover

- a) To apply for this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance **you** must be the person shown as the named driver on the **rental agreement** for a **rental vehicle**.
- b) **You** can include up to five **additional drivers** as long as each additional **insured driver** is named as a driver on the **rental agreement**.
- c) **You** and all **additional drivers** must be aged between 21 and 84 years of age on the date of purchase of this insurance and must have a full valid driving licence, or hold a full internationally recognised licence to drive the **rental vehicle**.
- d) **You** and all **additional drivers** must be permanent residents in the **Republic of Ireland**.

3. Definitions

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in the policy.

"Additional Drivers" means persons listed as **additional drivers** on **your rental agreement**. **Additional drivers** cannot hire a **rental vehicle** independently from the lead named **insured driver** but can drive the **rental vehicle** unaccompanied by the lead named **insured driver**.

"Application" means any written or oral declaration together with any additional information **you** may have supplied to **us** in support of **your** application for this policy.

"Car Rental Company or Agency" means a company, which must be fully licensed with the regulatory authority of the country, state or local authority from which it operates (where applicable), which rents automobiles for a fee.

"Claims Administrator" means OSG Business Solutions.

"Damage" means **damage** to the **rental vehicle** caused by fire, vandalism, accident, volcanic ash cloud, theft (including unrecoverable theft) and it will include loss of use of the **rental vehicle**.

"European Economic Area (EEA)" means the member countries the EEA: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

"Excess" means the amount as stated in the **rental agreement** that **you** are responsible for in the event of **damage**.

"Immediate Family" means **your** mother, father, brother, sister, daughter, son, foster child, husband, wife, co-habiting partner, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister or step-brother.

"Insured Drivers" means **you** and other drivers covered by this policy, as long as they are named on the **rental agreement** and qualify for cover as specified in Section 2 above.

"Membership Card/Keys" means keys, key fobs, membership cards used to open and lock the **rental vehicle**.

"Period of Insurance" means the period of cover under this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance for which **we** have accepted the premium, as stated in **your policy schedule**.

"Personal Possessions" means each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables** and passport).

"Policy Administrator" means Blue Insurance Limited.

"Policy Schedule" means the document which forms part of the insurance contract between **you** and **us**. It contains **your** name and gives details of the options **you** have selected such as the **period of insurance**, territory and cover provided under **your** Collision Damage Waiver & Supplemental Liability Plus Excess Insurance.

"Rental Agreement" means the contract signed by the lead named **insured driver** and the **car rental company or agency** for the hire of a **rental vehicle**.

"Rental Vehicle" means any single automobile hired under a short term contract from a **car rental company or agency**, UNLESS it is:

- More than 10 years old
- Valued at more than €70,000 (or equivalent in local currency)
- A motor home, camper van, trailer or caravan, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 9 seats.

"Trip(s)" means the period of a single **rental agreement** in respect of a single **rental vehicle** which is rented from a **car rental company or agency** for the period stated on the **rental agreement**.

"Valuables" means jewellery, watches, items made of or containing precious materials or semi-precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, any pre-recorded electronic games, CDs, mini discs, DVDs, cartridges, video and audio tapes.

"We/Us/Our" means Lloyd's Syndicate 5820, which is managed by AmTrust Syndicates Limited. We are the insurer for **your** collision damage waiver and supplemental liability plus excess insurance

"You/Your" means the person who took out this Collision Damage Waiver & Supplemental Liability Plus Excess Insurance and is named as the policyholder on the **policy schedule** and who must also be the person named as the lead named **insured driver** in the **rental agreement**.

4. When and Where Cover Applies

Valid Rental Agreements

This policy must have been purchased prior to the start of a **rental agreement** for which **you** wish cover to apply.

Maximum Rental Period

For single period cover **you** are covered for single **rental agreements** during the **period of insurance** shown on **your policy schedule** up to a maximum of 180 days.

For annual cover this insurance covers **you** only for **rental agreements** that are for a period of up to 62 days.

Territory Covered

You are covered only when **you** use the **rental vehicle** in the territory specified in **your policy schedule**. This will be one of the following geographical areas:

Europe:

The countries of Europe plus Morocco, Tunisia, Turkey and Israel but excluding any trip in, to, or through Belarus.

World-wide (if selected and the additional premium is paid):

Anywhere in the world but excluding any trip in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, South Sudan, Syria or Zimbabwe.

5. What is Covered

5.1 Section 1 (all policyholders)

Excess Reimbursement

We will reimburse **you** up to the policy limit stated below for the amount of **excess you** have to pay under the terms of the **rental agreement** if **your rental vehicle** is involved in an incident and it results in:

- damage** to the **rental vehicle** including **damage** to the windows, windscreen, tyres and wheels, headlights, the undercarriage or the roof
- loss of use of the **rental vehicle**
- towing costs relating to **damage** or mechanical breakdown. Provided that **you** are held responsible as declared in the **rental agreement** for the **excess**.

Policy Limit – the Most we will Pay

We will reimburse **you** for the **excess**, up to a maximum of €5,000 (or equivalent in local currency) for any single incident. **You** can claim more than once but in total **we** will only reimburse **you** up to a maximum of €5,000 (or equivalent in local currency) during any one **period of insurance**.

N.B. Where **you** were covered by any other insurance for the same **excess**, **we** will only pay **our** share of the claim.

AUTOMATIC EXTENSIONS ALSO INCLUDED IN THE POLICY

Your policy automatically includes cover for the following costs and services:

Misfuelling Cover

This policy also covers **you** for costs incurred, up to a maximum of €500 per claim (or equivalent in local currency) for each and every claim, subject to a maximum of €2,000 in any one **period of insurance**, for cleaning out the engine and fuel system and any towing costs in the event that **you** put the wrong type of fuel in **your rental vehicle**.

Car Rental Key Cover

This policy also covers **you** for costs incurred, up to a maximum of €500 (or equivalent in local currency) for each and every claim, subject to a maximum of €2,000 in any one **period of insurance**, for replacing a lost or stolen **membership card/key** for a **rental vehicle**, including replacement locks and locksmith charges.

Personal Possessions Cover

This policy also covers **you** for costs incurred, up to a maximum of €500 (or equivalent in local currency) for **your personal possessions** damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the **rental vehicle**.

There is also a single article, pair or set limit of €150 (or equivalent in local currency). **We** will need an original proof of ownership or an insurance valuation in respect of all items claimed for. Where these are not available the most **we** will pay is €75 (or equivalent in local currency) for each item, with a maximum of €200 (or equivalent in local currency) in total for all such items.

Please note that the policy does NOT cover the following:

- Bonds, share certificates, guarantees or documents of any kind; or
- Personal money.

5.2 SECTION 2 (only valid if 'worldwide' cover is selected and the additional premium is paid for 'worldwide' cover).

Collision Damage Waiver (CDW)

We will indemnify **you** for losses incurred during a **trip** in or through USA and Canada including the Caribbean, South and Central America, as a result of **damage** to the **rental vehicle** up to the lowest of:

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

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

5.3 SECTION 3 (only valid if SLI cover is selected and the additional premium for SLI is paid)

Supplemental Liability Insurance

We will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and claimants' costs in respect of bodily injury and **damage** to property arising out of an accident resulting from the use of a **rental vehicle** during the **period of insurance** for a **trip** in or through the USA, Canada, the Caribbean, South or Central America. The Indemnity provided by this policy shall apply only in excess of amounts recoverable under any other applicable insurance, and the maximum **we** will pay in respect of all claims arising from any one accident shall be the difference between the amount recoverable under any other insurance and US \$1,000,000 (or equivalent in local currency)

In the event this policy is deemed by a court of law within a Territory specified in **your** Certificate to provide primary liability coverage, **we** will indemnify **you** in the terms of this policy for that primary liability coverage up to a maximum of US \$250,000.

In the absence of any other applicable insurance, this policy applies to a maximum of US \$250,000.

Cover provided by Car Rental Company or Agency

Where liability insurance coverage is provided by the agreement between **you** and the **car rental company or agency**, the amount of such liability coverage may be adequate and supplemental liability coverage provided by this policy may not be required.

5.4 SECTION 4 (only valid for annual policies and only if selected and the additional premium is paid)

Family Cover

This extends the cover provided by the policy to **immediate family** members named on the **policy schedule**, and enables them to rent vehicles independently without the lead named **insured driver** accompanying them.

6. What Is Not Covered

We will not reimburse **your excess** or any financial loss or expense in the following circumstances:

- If **your** country of residence is outside the **Republic of Ireland** or if **you** or any other **insured driver** do not qualify for cover as set out in section 2 'To Qualify for Cover';
- Where the **rental agreement** is for a period longer than **your period of insurance** or 62 continuous days on an annual policy or 180 days on a single trip policy;
- Where **damage** is as a result of wilfully self-inflicted injury or illness; alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction);
- Where **damage** is as a result of exposure to unnecessary danger except in an attempt to save human life;
- If **your** losses in respect of any property or expenses are more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance;
- Where **damage** arises from operation of the **rental vehicle** in violation of the terms of the **rental agreement**, including transporting contraband or illegal trade;
- Where expenses are assumed, waived or paid by the **car rental company or agency** or its insurer;
- For **damage** to automobiles or other vehicles which are not **rental vehicles** except where Supplementary Liability cover (SLI) has been purchased and is applicable to **your** car hire agreement;
- For **damage** caused by wear and tear, gradual deterioration, insect or vermin;
- For losses caused by accidental **damage** to the interior or contents of the **rental vehicle**;
- Where the **rental vehicle** is being driven by persons who are not named on the **rental agreement**;
- Where the expenses are reimbursed by the **insured driver's** employer's insurer;
- Where **damage** is the result of driving off road, on an un-made up road or a road that is not designated as a public thoroughfare;
- If **your** claim results in any way from:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 2. any act of **terrorism**;
 3. any act of war or **terrorism** involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent; or
 4. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- For the purpose of this exclusion, "**Terrorism**" means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s), whether acting alone, on behalf of or in connection with any organisation(s) or government(s), that is committed for political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or put the public, or any section of the public, in fear.

7. General Conditions

- a) **We** take a robust approach to fraud prevention. If any information provided by **you** or anyone acting on **your** behalf is fraudulent or intended to mislead, **your** right to any benefit under this policy will end, **your** cover will be cancelled and **we** may recover any costs or expenses incurred by **us**. **We** may also inform the gardai.
- b) This policy, the **policy schedule**, **your application** and any other statements made by **you** or anyone acting on **your** behalf, whether written or verbal, form the contract between **you** and **us**.

8. Cancellation

Cancellation by You

You may cancel this insurance within 14 days of arranging cover or, if later, within 14 days of receiving **your** policy documentation. This is known as the cooling-off period. **You** will be entitled to a full refund of the premium paid as long as **you** have not made a **trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** will be entitled to a full refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not made a **trip** or made a claim and do not intend to make a claim.

You can cancel at any time after the 14 day cooling off period and **we** will allow a proportionate refund of the premium paid, as long as **you** have not made a **trip** or made a claim and do not intend to make a claim. If **you** have purchased a single trip policy, **you** can cancel at any time after the 14 day cooling off period and **we** will make a proportionate refund of the premium paid as long as the vehicle pickup date on **your** policy has not passed, **you** have not made a **trip** or made a claim and do not intend to make a claim.

To cancel cover please contact **your** issuing agent.

Cancellation by Us

- a) **We** will cancel **your** policy if **we** are unable to collect a premium payment from **you**.
- b) **We** may cancel **your** policy at any time by giving **you** 30 days written notice to **your** last known email address (or mailing address if **you** do not have an email address) provided by **you**. **We** may cancel **your** policy due to the non-payment of premium, if **you** use threatening or abusive behaviour or language or **we** have reasonable suspicion of fraud. This is not an exhaustive list.

9. How to Make a Claim

Step 1 – Check your policy and policy schedule

Read this policy and **your policy schedule** first so that **you** are satisfied that **you** are covered for the claim **you** want to make. If **you** are not sure whether **you** can claim, please talk to the **claims administrator** who will be happy to help **you**.

Step 2 – Notify the claim

All claims must be notified to **our claims administrator**, their details are below. **You** should do this within 31 days of the end of the **rental agreement** in which the incident happened. Please contact: Claims Department, OSG Business Solutions, Merrion Hall, Strand Road, Sandymount, Dublin 4. Telephone: 0818 286 529. Email: info@osg.ie

Please tell them the policy reference number which is shown in **your policy schedule**.

Step 3 – After the claim is notified

The **claims administrator** will send **you** a claim form, which **you** should fill in and send back to them as soon as possible. **We** will need copies of these documents:

- a) **Your** Blue Insurance **policy schedule**
- b) The **rental agreement**
- c) **Your** Charge Receipt (if separate from the **rental agreement**)
- d) Police Report if the incident by law required the Police to attend
- e) The accident report from the **car rental company or agency**
- f) Invoices/Receipts/other documents confirming the amount **you** have paid in respect of damage for which the **car rental company or agency** holds **you** responsible
- g) **Your** credit card statement showing payment of the damages claimed

Bank Account Details

Please provide the name and address of **your** bank together with the sort code and account details. This will assist reimbursement.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY PAYMENT OF YOUR CLAIM.

10. Claims Conditions

Claims Conduct

You must give **our claims administrator** any information or help that they ask for and **you** must not settle, reject, negotiate or agree to pay any claim without their written permission.

No person is entitled to admit liability on **our** behalf or to give any representations or other undertakings binding upon **us** except with **our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **your** name or the name of any **insured driver**.

Right of Recovery

We may at **our** own expense take proceedings in **your** name or the name of the **insured driver** to recover compensation from any third party in respect of any indemnity provided under this insurance and any amounts so recovered shall belong to **us**. **You** and/or the **insured driver** must provide all reasonable assistance to **us**.

Keeping to the Terms

We will only give **you** the cover that is described in this policy if **you** comply with all its terms.

11. Complaints and Contact Details

Complaints

Every effort is made to provide **you** with a high standard of service. However, occasionally disputes or misunderstandings can arise and **you** need to know what to do if this happens.

Complaints about the sale of your policy

If **you** wish to make a complaint about the sale of this insurance please contact **your** issuing agent.

Complaints about a claim

If **you** wish to make a complaint about a claims matter, please contact the **claims administrator**:

OSG Business Solutions, Merrion Hall, Strand Road, Sandymount, Dublin 4, Ireland Telephone: 0818 286 529 Email: info@osg.ie

Complaints about other policy matters

If **you** wish to make a complaint about other policy matters such as its general administration (other than a claim) please contact the **policy administrator**:
Blue Insurance Limited, Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15. Telephone: 0818 484 484 Email: info@blueinsurance.ie

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so by referring the matter to the Financial Services Ombudsman:
3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90 Phone: +353 1 6620899 Email: enquiries@financialombudsman.ie

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the European Online Dispute Resolution (ODR) platform:
<http://ec.europa.eu/odr>.

This procedure does not affect **your** right to take legal action.

12. Legal and Regulatory Information

Premiums and Claims – Your Rights

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **policy administrator** and **claims administrator** act as **our** authorised agents. This means that when **you** pay a premium to the **policy administrator** it is deemed to have been received by **us**, and that any valid claim **you** make with the **claims administrator** is not deemed to have been settled until **you** have received a payment.

The Law Applicable to this Insurance

Both **you** and **we** may choose the law which applies to this contract. Unless **you** and **we** agree otherwise, the law which applies to this contract is the law which applies to the country in which **you** permanently reside.

Data Protection

We will only use the information **you** provide to administer **your** policy and handle any claims. **We** may pass **your** information to other parties who act on **our** behalf for these activities both inside and outside of the European Economic Area ("EEA").

We may also share **your** information with other insurers, regulatory bodies, fraud prevention agencies or other parties as permitted or required by law.

Data protection laws outside of the EEA may not be as comprehensive as those within it and **we** will take reasonable steps to ensure that **your** data is always protected in accordance with the EEA standards.

We will take reasonable steps to make sure the information held is accurate and only used and kept for as long as necessary.

You have the right to access or have corrected the personal data that we hold about **you**. **You** can do this by sending a written request to the Compliance Officer at AmTrust Syndicates Limited 47 Mark Lane, London EC3R 7QQ or emailing syndicatecompliance@anv.eu.com. **You** may be charged a fee.

Calls may be recorded for training and monitoring purposes.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this contract. Further information can be obtained from:

The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 (freephone) or 020 7741 4100. Website: www.fscs.org.uk

Insurer's Liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion. The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at this address.

Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **you** and **us** and does not give, or intend to give, rights to anyone else. Only **you** or **we** can enforce the terms of this contract.

Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.