

## **ENTERPRISE OFFER**

Pre-contractual information sheet

# **Appendix to Article A. 112-1**

Information document on exercising the right of cancellation provided for in Article L. 112-10 of the French Insurance Code.

Kindly check that you do not already have insurance cover for any of the risks covered by the new policy. If you do, you are entitled to cancel this policy within fourteen calendar days of it being signed, without charges or penalties if all the following conditions are met:

- you have taken out this policy for non-professional purposes,
- this policy supplements the purchase of goods or services sold by a supplier,
- you can prove that you already have cover for one of the risks covered under this new policy,
- the policy you wish to cancel is not fully implemented,
- you have not made any claim covered by this policy.

If these conditions are met, you may exercise your right to cancel this policy by letter, or any durable medium, sent to the insurer of the new policy, together with documentary proof that you already have cover for one of the risks covered under this new policy. The insurer must reimburse you the premium paid within thirty days of cancellation.

If you wish to cancel your policy but do not meet all the above conditions, check the cancellation procedures stipulated in your policy.

## **ADDITIONAL INFORMATION:**

The cancellation letter, a template of which is provided below, used to exercise this right must be sent by letter to Enterprise Holdings France, 37 Rue du Colonel Pierre Avia, CS 21601, 75738 Paris:

"I, the undersigned, Mr/Ms ......, residing at ....., do hereby cancel my policy No. 5035243 taken out with Zurich plc Belgian Branch pursuant to article L 112-10 of the French Insurance Code. I hereby certify that, as of the date of this letter, to the best of my knowledge, no loss has occurred that will bring the policy cover into application."

# Consequences of cancellation:

Exercising the right of cancellation within the period stated in the above box will result in termination of your policy as from the date the letter or any other durable medium (e.g. e-mail) is received. Once you become aware of a loss resulting in the application of policy cover from your subscription, you may no longer exercise this right of cancellation.

In the event of cancellation, you will only be liable to pay the part of the premium for the period during which the risk was covered, this period being calculated up to the date of cancellation.

However, the entire premium remains payable to the Insurer if you exercise your cancellation right when a claim that you were unaware of involving the cover provided by your policy was made during the cancellation period.



The ENTERPRISE PEC policy (hereinafter "the Policy") is taken out by **Enterprise Holdings France**, share capital: €1,000,000.00, entered on the Paris Trade and Companies Register as No. B318 771995, is located at 37 Rue du Colonel Pierre Avia, CS 21601, 75738 Paris, **through the insurance brokers Aon France**, a simplified joint stock insurance brokerage company with registered capital 210,240,400 euros, entered on the Paris Trade and Companies Register as number B 414 572 248, having it registered office at 31 Rue De la Fédération, 75015 Paris, represented by Mr Belhout, CEO, and listed on the register of agents under ORIAS no. 07 001 560, (www.orias.fr) **with Zurich Insurance Plc, Belgium Branch** (hereinafter "Zurich" or the "Insurer", having its head office at Da Vincilaan 5, 1930 Zaventem. Registered with the Crossroads Bank for Enterprises under no. 0882.245.682 and with the FSMA under no. 2079.

#### PRE-CONTRACTUAL INFORMATION IN THE CONTEXT OF DISTANCE SELLING:

The present information sheet is also valid as a commercial information note within the framework of distance selling.

#### **VALIDITY OF THE INFORMATION PROVIDED**

The information provided in this information sheet is valid for a period of 14 days.

#### **EFFECT AND TERM:**

The insurance takes effect on the day of the effective date indicated in the rental Agreement signed by the Certificate holder. The term corresponds to the term of the vehicle Rental Agreement.

#### **TOTAL PREMIUM:**

The premium is fixed at a rate of €4.00, including all taxes, per rental day.

Cover by the Policy is granted subject to payment in full of the premium owed by the Policyholder at the time of rental of the vehicle and of signing the document taking out the ENTERPRISE optional insurance policy, including the coverage described below.

## The ENTERPRISE offer:

As a holder of the certificate you will benefit from:

# Personal property cover

- Reimbursement of 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;
  - o 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 at the time of the Theft, the Personal Baggage has been stored out of sight in a locked luggage compartment;
- Up to a limit of €7,500.00 per Vehicle;
- And up to a limit of €1,850.00 per Person;
- This cover is limited to one (1) single claim throughout the Period of Rental of the vehicle and will apply on presentation of supporting documents.

# **Delayed Personal Baggage**

- Reimbursement of Essential Purchases if Your or (a) Beneficiaries Personal Baggage is delayed by a Transport Provider for more than 6 hours 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.
- Up to a limit of €500.00 per person.



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

- Reimbursement of proven costs for replacement or reissuance of Your or (a) Beneficiaries Travel Document/Tickets, Vehicle/Home Keys or Credit/Debit Cards in case they are lost during the Rental Period:
- For Loss of Keys, reimbursement of replacement locks and locksmith charges is included;
- up to a limit of €500.00 per person.

#### **Electronic and Mobile Devices Coverage**

- Reimbursement of 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;
- up to a limit of €2,500.00 per vehicle;
- This cover is limited to one (1) single claim throughout the Period of Rental of the vehicle and will apply on presentation of supporting documents.

#### WHAT IS EXCLUDED FROM COVERAGE?

For all covers, are excluded:

- Damages, Losses or Thefts occurring when the Beneficiaries do not comply with the provisions of the Rental Agreement for the Rental Vehicle;
- 2) Damages, Losses or Thefts occurring when the Rental Vehicle was left unlocked and without supervision at the time the loss occurred;
- consequences of an Accident occurring whilst the driver is driving under the influence of alcohol above the legally allowed limits in the country where the Accident occurs or if, immediately following the Accident, the driver has refused to undergo a blood alcohol test;
- 4) consequences of an Accident occurring when the driver is driving under the influence of a drug or narcotic;
- 5) Consequences of an accident occurring when the driver is driving under the influence of medications that have not been prescribed by a competent medical authority;
  - 6) consequences of an Accident occurring when the driver participates in a competition or trials with a view to participating in a competition with the Rental Vehicle;
  - 7) consequences of an Accident occurring when the driver is in the process of participating in a criminal offence punished by the laws of the country in which the Accident occurs, except when such criminal offence qualifies as legitimate defense under the laws of the same country;
- 8) consequences resulting from the Beneficiaries' intentional or deliberate fault within the meaning of Article L. 113-1 of the Insurance Code;
- 9) consequences of war or hostilities, civil unrest, terrorism act;
- 10) 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.



### For the **Personal Property coverage**, are excluded:

- 1) Valuables and Money;
- 2) Damage or Losses due to normal wear and tear, misuse, fraud, gradual deterioration, inherent product defects:
- 3) Unexplained Loss and disappearance:
- 4) Damages not related to a car Accident:
- 5) Theft or Loss outside the Rental Vehicle or when left at open sight in the Rental Vehicle, even when the Rental Vehicle is locked;
- 6) Any tools for professional use;
- 7) Goods transported against payment;
- 8) Goods whose purchase, possession or use is prohibited by law in France or the country of travel;
- 9) Weapons:
- 10) Animals, perishable foodstuffs and plants transported in the Rental Vehicle;
- 11) Thefts committed by members of Your and Beneficiaries family living under your roof, or with their complicity;
- 12) Theft committed by one of the Beneficiaries:
- 13) 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 reported 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 the Transport Provider's contact details

### For the **Electronic and Mobile Device Coverage** are excluded:

- 1) Losses due to normal wear and tear, misuse, fraud, gradual deterioration, inherent product defects;
- 2) Unexplained Loss and disappearance;
- 3) Damages not related to a car Accident;
- 4) Theft or Loss outside the Rental Vehicle or when left at open sight in the Rental Vehicle, even when the Rental 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.



## **SCOPE OF THE DOCUMENT:**

This document is an information sheet for policy No. 5035243 providing you with information on cover and the price. It is not your insurance policy.

For comprehensive information on the cover offered, kindly read the Enterprise Policy Booklet provided by Enterprise before you take out the policy.

#### APPLICABLE LAW AND LANGUAGE:

The law applicable to the pre-contractual relationship and to the contract is French law, including the mandatory provisions applicable to departments of Haut-Rhin, Bas-Rhin and Moselle and subject, for risks located in the Principality of Monaco, to the mandatory provisions of Monegasque law. All relations with the insured are in French and/or English, which the latter expressly accepts.

All references to legislative or regulatory provisions contained in this document or in the documents to which it refers concern texts in force at the time of their drafting. In the event that the references to these texts have been modified at the time of signing the contract or subsequently, the Parties agree that they will be replaced by those of the new texts of the same content coming in substitution.

#### **EFFECT OF RESTRICTIVE MEASURES (SANCTIONS CLAUSE):**

Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide insurance coverage or be obligated to make any payment or provide any service or benefit to an Insured or any other person to the extent that such insurance coverage, payment or provision of service or benefit would violate any economic or trade sanctions regime, including those enacted by the United Nations, the European Union, France, Switzerland, the United Kingdom or the United States of America.

#### THE AUTHORITY RESPONSIBLE FOR THE SUPERVISION OF THE INSURANCE COMPANY:

Financial Services and Markets Authority Rue du Congrès/Congresstraat 12-14 1000 Brussels, BELGIUM

## **COMPLAINTS AND MEDIATION:**

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 the ombudsman.

Complaints may be addressed to the Insurer's Ombudsman, whose duties are governed by the document published online at www.zurich.com. Unless otherwise specified in the Ombudsman's rules, the Ombudsman shall render a decision within two months of the filing of any complaint.

If a decision is not rendered within that time period, or within any lesser time period provided for in the Ombudsman's rules, or if the response is not satisfactory to the Insured, the Insured may, without prejudice to any legal action that may be available to him or her, take his or her complaint to:



Sq. De Meeûs 1000 Bruxelles, BELGIUM Phone: +32 2 547 58 71 (Information desk) Fax: +32 (0) 2 547 59 75

E-mail: info@ombudsman-insurance.be

Website: https://www.ombudsman-insurance.be/fr/complaint/formulaire-de-plainte

If you do not receive a response from the Ombudsman, or if you are not satisfied with the Ombudsman's response, you may also address your request to the Insurance Ombudsman, who will forward it to the Complaints Department of the Insurance and Pension Funds Branch, which will process your request:

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