

General insurance terms and conditions

Policy number 5035243



PERSONAL EFFECTS COVERAGE (PEC) – INSURANCE CERTIFICATE

As a rental customer and authorized driver of a rental vehicle / passenger vehicle arranged by Enterprise, the authorised holder of this insurance certificate and his / her fellow travellers (Beneficiaries) are insured in accordance with the following Schedule and Terms and Conditions. Enterprise is policyholder of the group insurance contract.

Premium

The total premium, of EUR 4,- per day, includes 9.1% insurance taxes.

Benefit overview

Within the conditions, limits and exclusions contained in the present document, the coverage afforded in that policy applies within the following limits.

Coverage	Limit of Coverage	
Personal Property Coverage Per Vehicle for the entire insurance period	EUR	7,500
Sub-limit per Beneficiary *	EUR	1,850
<i>* Subject to wear and tear scale</i>		
Delayed Personal Baggage Per Beneficiary	EUR	500
Loss of Travel Documents, Travel Tickets, Vehicle or Home Keys, Credit or Debit Cards per Beneficiary	EUR	500
Electronics and Mobile Devices Coverage Per Vehicle for the entire insurance period*	EUR	2,500
<i>* Subject to wear and tear scale</i>		

HOW TO CONTACT US

e-mail: schade.zurich@globalneth.nl

IMPORTANT NOTES

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

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PREAMBLE

The policy is taken out by Enterprise through Aon, a simplified joint stock insurance brokerage company with capital of 210,240,400 euros, entered on the Paris Trade and Companies Register as number B 414 572 248, with its 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, Belgian Branche

Enterprise Holdings France SAS (further indicated as “Enterprise”) Address: 37 Rue du Colonel Pierre AVIA, 75015, Paris, France

Enterprise receives and formalises its customer’s agreement to optional cover by the group personal effects coverage (PEC) insurance policy by delegation of the Insurer.

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

Zurich Insurance plc, Belgian branch manages the claims.

The Insurer’s contact details are as follows:

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

You are entitled to the cover under this policy subject to having signed the rental agreement, having provided consent to the declaration form and having paid the corresponding premium.

DEFINITIONS:

Accident

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

Certificate holder

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

Beneficiaries

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

Insurer

Zurich Insurance plc, Belgian branch

Personal Baggage

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

Electronics and Mobile Devices

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

Money

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

Keys

home or rental vehicle keys

Valuables

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

Passenger

Transported person travelling together with the driver in the rental vehicle

Rental period

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

Claim

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

Purchase value

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

Reimbursement value

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

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

Rental vehicle

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

Loss

Permanent disappearance of an item

Damage

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

Theft

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

You

The Certificate holder of the optional group policy (personal)

Transport Provider

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

Essential Purchases

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

PEC

Personal Effects Coverage, the name of this insurance product

WHERE DO WE PROVIDE COVERAGE?

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

GENERAL PROVISIONS

Conclusion of the contract

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

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

Beginning and End of Insurance cover

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

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

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

Premium

The value of the premium is applicable per day of rental of the vehicle. The total premium for the subscription is indicated in your document taking out the optional insurance policy.

Premium payment

The premium has to be paid fully in advance. In case of a shorter than expected rental duration, the prorata share of the premium corresponding to the duration of the rental which was cancelled will be returned.

Cancellation

If You are a consumer, you may exercise the right of cancellation provided for in Article L. 112-10 of the French Insurance Code.

You can also cancel your policy before the Rental Agreement incept and we will provide you with a refund of Your premium. If You cancel after the Rental Agreement started, no premium refund will be provided.

Limitation period

In accordance with article L 114-1 of the Insurance Code, all actions deriving from the policy are time barred two years after the event which gives rise to them.

However, this period does not run :

- (a) In case of concealment, omission, false or inaccurate statement of the risk incurred, only from the day the Insurer became aware of it;
- (b) In the event of a claim, from the day on which the parties concerned became aware of it, if they prove that they were unaware of it until then.

In accordance with article L 114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period: the recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code), a legal claim (articles 2241 to 2243 of the Civil Code), a protective measure taken in application of the Code of Civil Enforcement Procedures or by an act of forced execution (articles 2244 and 2245 of the Civil Code) or the interpellation made to the principal debtor or his acknowledgement, which interrupts the prescription period against the guarantor (article 2246 of the Civil Code), as well as by the appointment of experts following a claim. The sending of a registered letter with acknowledgement of receipt addressed by the Insurer to the Insured with regard to the action for payment of the premium, and by the Insured to the Insurer with regard to the settlement of the indemnity, also interrupts the prescription period.

Applicable law

This policy is governed by the laws of France.

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.

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 Beneficiary, the Beneficiary may, without prejudice to any legal action that may be available to him or her, take his or her complaint to :

The Insurance Ombudsman
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 the Beneficiary does not receive a response from the Ombudsman, or if he/she is not satisfied with the Ombudsman's response, the Beneficiary may also address his / her request to the Insurance Ombudsman, who will forward it to the Complaints Department of the Insurance and Pension Funds Branch, which will process the request:

Insurance Mediation
TSA 50110,
75441 Paris Cedex 09
<https://www.mediation-assurance.org/Saisir+le+mediateur>

WHAT COVERAGE DO WE PROVIDE?

Personal Property coverage

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

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

Cover is provided up to the maximum limits per Beneficiary and per Rental Vehicle as indicated in the schedule on page 1.

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

Delayed Personal Baggage

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

The coverage is **only** valid for Journeys where a pre-booked rental agreement with Enterprise has been made and PEC insurance has been selected before travel commenced.

This section does not apply on the leg of the Journey that returns You Home.

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

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

We will reimburse proven costs for replacement up to the limit as indicated in the schedule under page 1 in case Your or (a) Beneficiaries Travel document/Tickets, Vehicle/Home Keys or Credit/Debit Cards are lost during the Rental Period.

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

Electronic and Mobile Devices Coverage

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

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

Cover is provided up to the maximum limits per Rental Vehicle as indicated in the schedule under page 1.

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

WHAT IS EXCLUDED FROM COVERAGE?

For all covers, are excluded:

- 1) 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;
- 3) 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 attributed to the responsible Transport Provider;
- 2) any claim for Personal Baggage delayed or detained by customs or other officials.

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

CLAIMS PROVISIONS

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

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

- Email us at schade.zurich@globalneth.nl

To check Your claim in a fast manner, please provide us with the following information or documents:

- 1) A description of what happened including exact time, date and location;
- 2) Any evidence to prove your claim:
 - o For any theft/Loss/damage case involving the Rental Car and items in it
 - police report;
 - confirmation of Enterprise with the proof of damage.
- 3) In addition to the above points 1 and 2, in order to claim for the following benefits the additional information or documents are required
 - o Delayed luggage
 - Confirmation from the Transport Company including delay time;
 - Receipts of purchased items;
 - Confirmation of pre-booking of Rental Car including PEC insurance, prior to the start of the Travel.
 - o Electronic and Mobile devices
 - Original receipt proving your ownership and purchase value;
 - Photos documenting the damages;
 - Repair bills by a manufacturer approved repair center.
 - o Personal Property
 - Receipts for stolen goods (if available);
 - Photos documenting the damages;
 - Repair bills.
 - o Lost Documents/credit cards/keys

- Reissuance or replacement invoices;
- Confirmation of card blockages.

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

Personal data

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

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