

Excess guarantee for hired vehicles

Excess waiver for covered comprehensive and theft claims on the hired vehicle up to CHF 10,000

INFORMATIONS FOR THE INSUREE

Use of the male gender to facilitate readability is intended to also refer to the female gender.

EUROPÄISCHE Reiseversicherungs AG, hereinafter referred to as "ERV", with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (GCI).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form, on the insurance policy and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the general terms and conditions of insurance (GCI) will have exclusive validity.

GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E322

1 Scope of insurance, scope of application, period of validity

The insurance is an excess waiver insurance for hired vehicles and relates to the vehicle rented by the policyholder. The insurance cover is applicable worldwide for the duration of the hire as stated in the booking or reservation confirmation.

2 Insured persons

The insured persons are those listed on the policy or on the booking confirmation/arrangement invoice and for whom the insurance premium has been paid. Limiting provision for persons having their place of residence in civil law or habitual abode in France. The insurance is valid only if at the time when the insurance policy is taken out they are not physically present on French territory and the policy is valid for less than 4 months.

3 Tax liability of foreign policyholders

- A General provisions: policyholders with their place of residence in civil law or habitual abode abroad are themselves responsible for ensuring that they comply with the relevant provisions of tax law. Policyholders should obtain information about the laws and regulations applicable in their country of domicile on the basis of an insurance relationship with ERV and seek individual expert advice.
- B Specific provisions for Germany: payment of the insurance cost based on the insurance relationship between ERV and a policyholder who has his place of residence in civil law or habitual abode in Germany at the time when the insurance cost is paid is liable for German insurance tax. German insurance tax amounts to 19% of the cost of the insurance. The policyholder is required by law to notify conclusion of the insurance without delay to the Central Federal Tax Office (Bundeszentralamt für Steuern) based in Bonn. He must submit an insurance tax return signed in his own hand to the Central Federal Tax Office within 15 days of the end of the month in which the insurance cost was settled and pay the self-calculated tax. A form can be retrieved electronically on the website of the Central Federal Tax Office (www.bzst.de) or will be forwarded by post by ERV at the request of the policyholder. These comments concerning tax are based on the legal situation and practice known at present in Germany. Amendments to the legislation, case-law or decrees and practice of the tax authorities are specifically reserved.

4 Insured vehicles

Passenger cars, motor homes, campers, motor caravans, camping buses or motorcycles (this list is exhaustive) hired by an insured person and authorised by law for highway use, are insured.

5 Insured events

The term insured events means damage to the hired vehicle (excl. inventory) covered by an existing comprehensive or theft insurance.

6 Insured benefits

- A On the occurrence of an insured event, ERV pays the repair costs incurred subject to a maximum of the excess charged by the hire car insurance. Any consequential costs such as no-claims bonus loss, premium increase or loss of rental are excluded.
- B The amount of the insurance benefit will depend on the particular excess, but is limited to a maximum of CHF 10,000 per hire contract.

7 Exclusions

Benefits are excluded:

- if the comprehensive or theft insurer declines the claim;
- in the event of claims for which the main insurance does not stipulate an excess;
- in the event of claims related to a breach of the contract with the vehicle hire company;
- in respect of claims which arise when driving the motor vehicle without the driver's licence required by law or if the accompanying person prescribed by law is not present;
- in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- in the event of claims caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- in the event of claims which result from acts of war, terrorism or official rulings;
- in the event of material damage to the oil sump and tyres;
- in the event of claims caused by loss of, or damage to, the car key;
- in the event of claims which occur off the public highway or on unofficial roads or on race tracks;
- in the event of claims which occur on the occasion of participation in races, rallies or training for such events;
- in the event of claims which occur during the deliberate commission of crimes and offences and attempts to do so.

8 Claims against third parties

- A If the insured person has a claim on another insurance policy (voluntary or compulsory insurance), cover is limited to the part of the ERV benefits exceeding those of the other insurance agreement. Costs will only be reimbursed once.
- B If, despite subsidiary status, ERV has nevertheless provided benefits, these shall be regarded as an advance payment, and the insured person shall subrogate his entitlement to claim against the third party (voluntary or compulsory insurance) over to ERV to the same extent.

9 Additional provisions

- A Claims superannuate 2 years after the claim.
- B The insured person may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).

10 Obligations in case of claim

- A Please contact in case of claim, the Insurance Claims Department of EUROPÄISCHE Reiseversicherungs AG, Margarethenstrasse 38, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch.
- B The following procedure must be respected absolutely on the site: the insured person must
- take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the claim event;
 - notify the vehicle hire company immediately in the event of a claim;
 - if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
 - on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
 - pay any excesses directly himself on site.
- C The following documents must i.a. be submitted to ERV:
- the copy of the vehicle rental agreement,
 - the evidence of payment of the guarantee (receipt for the car hire or evidence of debit to a credit card),
 - the original report on the circumstances (police report, accident report),

- a copy of the final account statement from the vehicle hire company,
- the statement confirming payment of the invoiced excess.

- D The account details (IBAN of bank or post office account) must be stated to the insurer – should this be omitted, the insured will bear all bank transfer charges of CHF 20.
- E In case of deliberate breach of obligations in the event of a claim, the insurer is authorised to reduce the compensation by the amount by which it would have been reduced if the insured party had conducted himself in compliance with the terms and conditions.
- F ERV will not make any payments if
- false representations are made,
 - facts are concealed,
 - the obligations (e.g. report on the facts of the case and receipts) are omitted, if ERV suffers any loss as a consequence.

EUROPÄISCHE REISEVERSICHERUNGS AG



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