

Terms and conditions businesscars Super Cover



IMPORTANT: SUPER COVER

Super Cover is a businesscars.com product; it doesn't reduce the excess with the local car rental company. In case of a damage event, businesscars Super Cover allows you to claim reimbursement of the excess from businesscars.com. Only after you have paid the amount charged for the damage by the local car rental company to the local car rental company, you can claim reimbursement.

ATTENTION: The local car rental company does not know that you have purchased businesscars Super Cover and they might offer you an additional insurance product. If you have purchased businesscars Super Cover you can reject any further offer to purchase additional insurances. You can accept the excess as it is. Should you have any questions, please contact our Business Support Team during office hours. TEL: +31 (0)73 8440220

Should you require out of office hours assistance, please call our 24/7 help desk. You will find the telephone number on the car rental voucher.

Article 1. Definitions

1. businesscars ; businesscars.com
2. Renter; the natural individual or legal entity concluding the rental agreement.
3. Driver; the individual actually driving the rental vehicle.
4. Super Cover proof of coverage; as stated on the car rental voucher
5. Super Cover Fee; the purchase fee for businesscars.com Super Cover
6. Excess; the amount you are liable for in case of damage
7. Damage event; the act of damaging something or someone while using the rental vehicle
8. Rental vehicle; the vehicle or any other object being subject of the rental agreement

Article 2. What is covered

businesscars Super Cover reduces liability up to € 150 per damage event, if the damage is caused by:

1. a crash into water, road flaws, rollover or collisions,
2. single car accidents,
3. animal involvement,
4. fire and lightning,
5. theft, burglary and joy riding,
6. any unexpected and inevitable external calamity.
7. damage to tyres, windscreens, mirrors and the underside of the car (up to maximum € 1500,-).

The excess can be reimbursed only once per rental.

Article 3. What is not covered

The excess will not be reimbursed in case:

1. keys of the rental vehicle are broken or lost.
2. damage was caused by a driver who didn't fulfil the minimum requirements detailed in the terms and conditions of the rental agreement (e.g. minimum age, possession of a valid driving licence, etc.)
3. damage was caused by a driver under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing his/her consciousness or ability to react.
4. damage was caused by driving off-road or outside the road network.
5. damage was caused by vandalism where the liability of the driver can not be excluded.
6. damage was caused by armed conflict, civil war, civil disturbance, riot and/or mutiny.
7. damage was caused by floods.
8. damage was caused by nuclear reactions.
9. damage was caused by an earthquake or volcanic eruption.
10. damage was caused by other than private use of the rental vehicle such as the usage for public transport, driving lessons etc.
11. damage was caused by transport of explosive, inflammable, poisonous, corrosive and/or radioactive goods.
12. damage was caused by any negligence of the driver.
13. damage was caused by wear and tear or inadequate maintenance.
14. damage was caused by participation in driving contests or test drives.
15. damage was caused by using the rental vehicle to push, pull or trail other vehicles.
16. damage was caused by not respecting the maximum weight, width or height of the rental vehicle
17. damage was caused by consent, intent or gross negligence of the renter and/or driver.
18. keys of the rental vehicle are not handed over to the local car rental company at the drop-off in accordance with the rental agreement.

Article 4. Terrorism Risk Coverage

In spite of and in addition to the terms about covered risks and insured amounts detailed in this document, the following conditions are valid in case of a terrorist event: if damage was caused by terrorism, malicious contamination and / or preventive measures or by the preparation or instigation of such acts, to be defined as "Terrorism risk", the coverage is limited as described in the "Clauses Sheet Terrorism Cover" issued by the Dutch Terrorism Risk Reinsurance Company. This Clauses Sheet was filed with the Amsterdam District Court on 6th January 2005 under number 6/2005 and with the Chamber of Commerce in Amsterdam (before in The Hague) on 17th January 2005 under unaltered number 27178761. (This text can be downloaded from www.terrorisneverzekerd.nl).

Article 5. Obligations

To be entitled to claim reimbursement in case of a damage event, the renter/driver is obliged to:

1. report the theft immediately to the police. In case it is not possible to report it to the police, the local car rental company must be informed.
2. provide any requested information on his/her return about the damage accurately and truthfully on behalf of businesscars.com;
3. follow any instructions given directly by / on behalf of businesscars.com.

Article 6. Reimbursement of excess:

After the driver/renter has paid the amount of the excess to the local car rental company, businesscars.com will verify the circumstances of the damage in order to decide whether the excess can be reimbursed. The renter must prove that the amount of excess has been deducted.

Article 7. Dutch law

This agreement is governed by the Dutch law.

Article 8. Data protection policy

To conclude an agreement we ask you to supply personal information. This information is used to create the contract, for relationship management and fraud prevention.

Article 9. Complaints and Disputes

In case of complaints or disputes regarding the mediation, creation, content or execution of this agreement, please contact us within 8 weeks at the following address:

businesscars.com p.o. box 2148, 5202 CC, 's-Hertogenbosch, THE NETHERLANDS, Attn: Business Support Department. You can also send an e-mail to our Business Support at support@businesscars.com.

Article 10. Submission of damage claims:

In case of damage, the local car rental company will charge you for the excess which is the maximum amount you are liable for. The local car rental company will use the deposit on your credit card. On your return, please contact our Business Support Department.

To be entitled to reimbursement, you must comply with the conditions of this agreement and provide the following documents to businesscars.com:

- a copy of the signed rental agreement concluded with the local car rental company;
- a copy of the damage/theft report issued by the local car rental company;
- a copy of the police report;
- proof of the excess deduction.

Please note that we can accept your damage claim only within 8 weeks after the termination of your rental agreement.