

## Auto Europe Car Hire Excess Refund Protection

Summary	
<p>This excess refund protection forms part of our rental booking service for you, and is our promise to reimburse you if have to pay a damage excess on a vehicle booked through us. Customers should refer to the Car Hire Excess Refund Protection Terms and Conditions set out below, which are also available on our website, and will be included with your booking confirmation email.</p> <p>All amounts referred to in this document are in New Zealand Dollars, unless stated otherwise.</p>	
<b>Car Hire Rental Period</b>	As per Auto Europe Car Hire Voucher
<b>Who is Protected?</b>	Any driver named on the rental agreement

### Car Hire Damage Excess Refund Protection maximum payable

The Excess on the Rental Agreement	Up to NZD5,000
Which includes:	
Towing costs	Up to NZD500
Replacement rental vehicle keys	Up to NZD500
Mis-fuelling	Up to NZD500
Administration fee	Up to NZD500

### Territorial Limitations

Worldwide excluding Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iraq, West Bank, Gaza and the Occupied Territories of Israel, Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria, and Yemen.

### Important Information

Please check that the limit of this protection is adequate for the car hire damage excess amount stated on the rental agreement. The maximum claim is up to NZD5,000.

This excess refund protection can be amended or cancelled free of charge when Auto Europe is advised 48 hours prior to the reserved car rental start date.

### How to make a Reimbursement Application

All applications should be notified via <https://www.carhirerefunds.com/> where you will be able to submit your application and all supporting documents online.

**If you have any questions regarding your application please contact:**

Email: [damage@autoeurope.co.nz](mailto:damage@autoeurope.co.nz)

Phone Toll-free: 0800 453 930

**Auto Europe has procured an insurance policy covering our financial exposure to this Excess Refund Protection through syndicate underwriters at Lloyd's of London.**

## Auto Europe Car Hire Excess Refund Protection

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At Auto Europe we are dedicated to providing you with a high quality service. This refund guarantee forms part of our rental booking service for you, and is our promise to reimburse you if have to pay a damage excess on a vehicle booked through us. However, it is not intended to be an insurance product, and is subject to the terms and conditions detailed below. This excess refund protection will form part of the contract between you and us, for the provision of our rental booking service.

The period of excess refund protection will start from the time you take legal control of the rental vehicle and will cease:

1. at the time you return the rental vehicle to the rental company who assumes control of the vehicle; or
2. on the end date specified of your rental agreement, whichever occurs first.

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## When and where we will pay you

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We will pay you, up to NZD5,000, for the amount of excess which you are required to pay under the vehicle rental agreement for any single incident or series of incidents under a single vehicle rental agreement in respect of accidental damage to the rental vehicle including:

1. physical damage to the windows and windscreen of the rental vehicle;
2. physical damage to the roof, wheels, tyres and undercarriage of the rental vehicle;
3. loss or damage resulting from fire, theft, vandalism or adverse weather events;

provided that you are held responsible as declared in the vehicle rental agreement for the excess.

### **Valid rental agreements**

This excess refund protection must have been paid for as part of your rental booking with us and cover the full period of the rental agreement for which you wish the excess refund protection to apply. We will not accept any request for reimbursement for damage relating to a vehicle rental agreement that commenced prior to the start of this excess refund protection, or where the excess refund protection end date is before the end date of the vehicle rental agreement.

You must ensure the vehicle rental agreement includes a valid comprehensive motor insurance policy whilst you the renter is renting and driving the rental vehicle.

### **Maximum rental period**

This excess refund protection is provided for multiple rental vehicles at any one time where the details of the rental vehicles are recorded under the excess refund protection. The maximum period of any single vehicle rental agreement should not exceed 60 days.

### **Limit of excess refund protection**

Our excess refund protection shall not exceed NZD5,000 in total in respect of each and every reimbursement during the period of excess refund protection.

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### Included in our excess refund protection:

This excess refund protection automatically includes the following costs and services up to the amount specified in each section:

#### (1) Replacement keys

We will pay you for costs incurred, up to a maximum of NZD500 for loss or damage to the key for a rental vehicle (including replacement locks and locksmith charges) during the period of rental.

#### (2) Mis-fuelling

We will pay you for costs you incur, up to a maximum of NZD500, for cleaning out the engine and fuel system and any towing costs in the event that the renter uses the wrong type of fuel in the rental vehicle during the period of a single vehicle rental agreement covered by this excess refund protection.

#### (3) Towing costs

We will pay you for costs you incur, up to a maximum of NZD500 incurred if the rental vehicle is involved in a vehicular accident and the vehicle cannot be driven.

#### (4) Administration fees

We will pay you for costs you incur, up to a maximum of NZD500 incurred if the car rental company charges you an administration fee, as part of your damage excess.

## What we will not pay for

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Under this excess refund protection, we will **not** pay for any of the following:

1. Any amount exceeding NZD5,000.
2. Any reimbursement for an excess which is:
  - a. waived under the motor insurance policy, or
  - b. reimbursed to you by the motor insurer or car hire company, or
  - c. if paid by the insurer to the renter, under the motor insurance policy or
  - d. if paid by a third party.
3. Where the vehicle rental agreement is for a period longer than 60 continuous days.
4. Unauthorised use of the rental vehicle. This means when the rental vehicle is being:
  - a) used for a purpose which is not permitted or is excluded by the terms of the vehicle rental agreement or corresponding motor insurance policy provided to you by the hire company; or
  - b) used in racing competitions, rallying, trials, rallies or speed testing, or when driven on a motor sport circuit; or
  - c) used off official public roads or on unpaved roads; or
  - d) used to transport illegal goods or contraband; or
  - e) driven by the renter or a specified driver, should it be proven to our satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. (A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.)

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5. Violation of the vehicle rental agreement terms  
Any liability loss or damage if either the renter or a specified driver is in breach of the terms and conditions of the vehicle rental agreement at the time such liability loss or damage occurs.
6. Damage to third party vehicles  
For damage to vehicles which are not rental vehicles hired by the renter under a vehicle rental agreement (other than a courtesy car).
7. Unauthorised drivers  
Any person driving the rental vehicle who is not the renter or a specified driver named on the vehicle rental agreement, and by any person who does not hold a valid full driving licence.
8. Territories  
Loss or damage that occurs in Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iraq, West Bank, Gaza and the Occupied Territories of Israel, Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria, Yemen.
9. Unacceptable vehicles  
Loss or damage arising from the rental of a vehicle which is not promoted on our website or by our call centre at the time of making your rental booking.
10. Unacceptable vehicle types  
Loss or damage arising from the rental of a vehicle which:
  - a) has a gross vehicle weight in excess of 3500 kg,
  - b) used off official public roads or on unpaved roads,
  - c) is a non-motorised vehicle e.g. trailers, loan vehicles, or motorcycles,
  - d) is classed as a moped, motorbike, quad bike, off-road vehicle, motorhome, campervan, recreational vehicle, or truck,
  - e) has more than 25 seats.
11. Rental vehicle interior  
Loss or damage to the interior of the rental vehicle other than in the event of a collision.
12. Mechanical breakdown  
Loss of or damage to the rental vehicle resulting from mechanical breakdown as a result of normal use and aging.
13. Property in the renter's control  
Loss or damage to the contents of the rental vehicle or any property being transported by the renter or otherwise in the renter's care, custody or control.
14. Radioactivity, Nuclear  
Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

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**15. War and Hostilities**

Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**16. Deliberate or reckless damage**

Any loss or damage resulting from loss or damage caused deliberately or recklessly by you or any of the specified drivers.

**17. Wear and tear, gradual deterioration, damage caused by animals**

Any loss or damage arising from loss or damage caused by wear and tear, gradual deterioration, domestic animals, pets, insects or vermin.

**18. Loss of value**

Any depreciation or loss of value following repairs.

**19. Confiscation, requisition or destruction of the rental vehicle**

Any loss or damage arising from confiscation, requisition or destruction of the rental vehicle by or under the order of any Government or Public or Local Authority.

**20. Benefits payable pursuant to uninsured, underinsured motorist legislation**

Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any state or territory.

**21. Payment of the Daily Charge**

Where the full daily charge or any additional daily charge has not been paid by you.

**22. Fines**

Any fines imposed, administration costs, reimbursements for diminution of value or any costs involved with the impounding of the rental vehicle.

**23. Eligible driver**

Any loss or damage resulting from a person not named under the rental agreement or is not between the age of 21 to 85 years.

## Our conditions

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**1. Keeping to the terms of the excess refund protection**

Our promise to pay only applies if you have met all the terms and conditions stated within this document.

**2. Purchase of this excess refund protection**

This excess refund protection must have been purchased prior to the commencement date of a vehicle rental agreement for which you require this excess refund protection to be operative.

**3. Care of rental vehicle**

You, the renter or any specified drivers are required to maintain the rental vehicle in a roadworthy condition. The renter or any specified driver in charge of the rental vehicle for the duration rental agreement are required to take all reasonable care to safeguard it and its contents from loss or damage. We shall at all times be allowed free access to examine the rental vehicle.

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4. Accidents or losses

If a request for reimbursement under this excess refund protection is due to theft, attempted theft, malicious damage or vandalism you must of notified the police and obtained a crime report number.

5. Fraudulent reimbursements or misleading information

If any request for reimbursement under this excess refund protection is fraudulent or is intended to mislead your excess refund protection will be cancelled and all benefits forfeited.

## Reimbursements procedure

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### Notification

All requests for payment under this excess refund protection should be notified via

<https://www.carhirerefunds.com/>

Please note: When completing the request for reimbursement request you must:

- respond to each of the questions in full and to the best of your knowledge;
- provide copies of the documentation requested or any additional documents or photos which will assist us in processing your request;

You must notify <https://www.carhirerefunds.com/> within 45 days of the date of the end of your rental period of any possible incident or event that may lead to payment request for reimbursement. Failure to do this may invalidate this agreement.

To obtain a payment under your excess refund protection you will need: -

1. Your booking voucher issued by us which confirms your car hire excess refund protection with us
2. Copy of your Rental Agreement from the Vehicle Rental company
3. Your copy of the Rental Company Accident Damage Report and/or a photographic picture of the damage caused
4. Copy of the driving licence of the person named on the Rental Agreement and a copy of the driving licence of the person in control of the vehicle at the time of the incident
5. Proof of your payment in the form of a copy of your credit/debit card statement showing payment of the Excess which you are requesting reimbursement for
6. Your bank details
  - a. New Zealand Bank – your 15-16 digit New Zealand Local Account Number
  - b. Bank based outside New Zealand – IBAN and BIC/Swift code (This can be found on your bank's website or on your bank statement)
7. Description of the incident that caused the accident (including time and date)
8. Police Report if applicable.
9. Copy of pre-rental inspection report if completed
10. Invoices / Receipts / other documents confirming the amount you have paid in respect of the Excess for the damage to the Rental Vehicle for which you are requesting reimbursement.
11. Any third party contact details.

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You are required to:

- Provide any information or documentation we reasonably ask for to support the payment to you.
- Co-operate with us at all times by providing supporting documentation or other information as we may reasonably require.
- Do not admit that you are at fault or promise to pay any money, or become involved in litigation without our approval.
- Help us recover any money we have paid.

## Governing Law and disputes clause

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Any disputes arising from or in connection with this excess refund protection may be referred to a recognised mediation service if the parties to this contract agree in writing.

Disputes arising from or in connection with this excess refund protection shall be subject to the jurisdiction and law of New Zealand.

## How to make a complaint

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Our aim is to ensure that all aspects of your Excess Refund Protection are dealt with promptly, efficiently and fairly. If you have any questions or concerns about your Excess Refund Protection or the handling of a reimbursement you should, in the first instance contact:

Auto Europe  
Level 1  
157 Walker Street  
North Sydney  
NSW 2060  
Australia

Email: [damage@autoeurope.co.nz](mailto:damage@autoeurope.co.nz)  
Phone Toll-free: 0800 453 930

In the event that you have a problem relating to, or wish to make a complaint about, your Auto Europe Excess Refund Protection, you can do so at any time by referring the matter to the Compliance Officer at:

JM Marketing Limited  
34 Lime Street  
London  
EC3M 7AT

Email: [complaints@jmm ltd.com](mailto:complaints@jmm ltd.com)

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