

#### Who we are

We are EUROPCAR France. We are a "Société par Action Simplifiée" incorporated in France under company number 303 656 847 and our registered office is located in Voisins-le-Bretonneux (78690), Parc d'Affaires "Le Val Saint-Quentin", Bâtiment L, 2 rue René Caudron. We supply vehicle rental services under the brands of 'Europcar' and 'InterRent'.

Thank you for choosing Europear to supply your rental vehicle needs. We hope everything will go very smoothly for you but, just in case it doesn't, we have set out below a summary of:

- insurance that we include as part of our rental service because there is a legal obligation upon us to do so (I-Mandatory Third Party Liability insurance Provisions); and
- other protection products that we make available to you because we want to be able to give you peace of mind during your rental with us (II-Protection products provisions).

These insurance and protection products are designed to cover your potential exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:

Liability to a Third Party	means <b>other people's</b> bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause. Damage to a third party's property could include buildings or their contents, machinery or personal possessions. The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability.
Damage to or theft of the Vehicle	the Vehicle itself may be damaged as a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered

You should be aware that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own injuries (together with the possible associated consequences of it) or death will not. You can, however, be protected from such circumstances if you purchase any of our Personal Accident protections separately.

#### DEFINITIONS

For the purposes of this document we have given the following words or expressions particular meaning:

**abnormal use:** means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of the Local Rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

Accident Report ("declaration d'accident"): means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

**Baggages:** Means the driver its passengers travel bags and suitcases and the personal effects and belongings they contain. Personal effects include valuables worth Five Hundred Euros (€500) or more as well as jewellery (natural pearls and cultured pearls, precious and semi-precious stones) and furs belonging to the drivers and its passengers Luggage

includes laptop computers, electronic diaries, audiovisual equipment, cameras, video recorders and Hi-Fi equipment belonging to the driver or its passengers.

**Bodily Injury (or bodily injury)** means any physical injury suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**Book value:** means the value that a Vehicle is recorded to be worth to us on our books at the time of the incident.

Collision means the impact of the Vehicle with another fixed or moving body or object

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**Excess amount** is a specified sum of money that, provided you have complied with the Local Rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle as a result of a collision during the rental period or its attempted theft; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the protection product you have purchased.

**Local Rental terms and conditions** means the document you acknowledge that you have read and approved when you sign your rental agreement and which sets out the rights and obligations that will apply to both you and us throughout the rental period

**Loss of Use** describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of a collision during the rental period it was damaged and we need to take it off the road to have it repaired

**Passenger** means any person **other than the driver** that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger would be viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Protection (or protection)** in this document applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount.

**Third Party** means any party to an incident – other than the driver of the Vehicle. For the avoidance of doubt a Passenger is deemed to be a Third Party

Third Party Liability insurance means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident arising whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

Vehicle means the vehicle you will be renting from us or you will be driving with our authorization.

We or we/ Us or us / Ours or ours means Europcar

You or you / Yours or yours means any named driver

# **I-MANDATORY THIRD PARTY LIABILITY INSURANCE PROVISIONS**

We are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. We have purchased an adapted Third Party Liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by the country in which you are renting the Vehicle for the consequences *others* may suffer as a direct result of your actions whilst you are driving the Vehicle.

# What am I covered for?

As provided by law you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

- bodily injury or death suffered by Third Parties; and
- property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

### What is excluded from the cover?

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

# What is the amount of my financial exposure for Third Party Liability?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations when you commit an offense that is personally attributable to you) then you will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause whilst you are driving the Vehicle up to the level legally required by the country in which you are renting the Vehicle.

However, if you didn't comply with those laws and/or regulations then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

# How to notify us?

In circumstances involving Third Parties it is important that you do your utmost to properly complete and sign an Accident Report (*"Constat d'accident"*) form which gives us all relevant details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). The Accident Report form should be transmitted to us within 5 working days of the incident or as soon as you reasonably can in the circumstances.

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# **II-PROTECTION PRODUCTS PROVISIONS**

# COLLISION DAMAGE PROTECTION

Our *collision damage protection* product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product, then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount except:

- Voluntary act
- Any violation of the dispositions of the Terms and Conditions of hire relating to the use of the vehicle
- Any violation of the dispositions of the Terms and Conditions of hire relating to the driver authorize to drive the vehicle and to its physical condition.

This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

# What does this protect me against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and

in circumstances where:

- you collide with a fixed or moving object; or
- the Vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass (including sunroofs or panoramic roofs) or lights or reflectors are damaged or broken or tyres are damaged or punctured *during a collision*
- Natural Catastrophes: you will be covered for the consequences of event qualifying as natural catastrophes as defined under French law. An excess, which is determined by Decree, will still be payable by the renter.

# What is excluded from the protection?

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
  - by the wilful acts of the driver; or
  - by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
  - o by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
  - by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
  - o because the keys are lost or stolen
- Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period

#### What must I do to benefit from the protection?

You must:

• purchase the protection;

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- comply with Local Rental terms and conditions and all applicable law and local traffic regulation when you are driving the Vehicle;
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete Accident Report and/or any other document which you believe will be useful in support of it.

#### What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not purchased this protection you will have to pay for the total cost of the damage as well as compensation due its immobilization.

We will calculate the average cost of light damage from the table matrix that can be found at our pick-up stations. If the damage is not listed in the table matrix (because it does not fit in with what is considered to be 'light damage' or it is not feasible to calculate the average price) then an independent expert will evaluate the damage cost which may be as much as the full Book value

However, provided you have complied with the Local Rental terms and conditions and the applicable law and road traffic regulations then the maximum you will have to pay us is the Excess amount.

#### THEFT PROTECTION

Our *theft protection* products limit your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism whilst the Vehicle is left parked unattended during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount. You can reduce or eliminate the Excess amount by purchasing our premium or/medium theft protection products instead of the theft protection offering.

#### What am I protected against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage or repair of the Vehicle (if it is recovered) or the book value of the Vehicle if it is lost
- Our Loss of Use in the Vehicle whilst it is being repaired and / or written off;

in circumstances of:

- the theft of the Vehicle and any accessories following an occurrence of breaking and entering (accessories being any standard component incorporated in or on the Vehicle by the Constructor)
- the attempted theft of the Vehicle and of any accessories
- any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured *as a result of the theft* or the attempted theft

#### What is excluded from the protection?

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The product will not protect you in the following circumstances:

- If the Vehicle is stolen or damaged because of your intentional negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; your failure to use the anti-theft system appropriately, an impossibility not justify to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

#### What must I do to benefit from the cover?

You must:

- \*\*purchase the product;
- \*\*comply with Local Rental terms and conditions as they apply to the theft or potential theft of a Vehicle
- \*\*notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.
- Notify the pick up station of the theft and return the keys.
- Notify us at pick up station, within 48 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.
- \*\* these are the minimum requirements.

#### What is the amount of my financial exposure?

If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased this protection product then you will be liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or for the net value of the Vehicle if it is not recovered as well as compensation for the Loss of Use calculated according to the daily rental rate contracted by you multiplied by the number of days that the Vehicle has been stolen.

With theft protection, provided you have complied with the Local Rental terms and conditions, then the maximum you will have to pay us is the Excess amount.

#### **GLASS, LIGHTS AND TYRE PROTECTION**

This protection product will apply to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tyres in circumstances of normal use of the Vehicle during your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tyres will be covered by the collision damage protection

#### What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

• the windscreen; or

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• any side or rear windows; or

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- lenses (reflection of light) and lights; or
- rear view mirrors (the glassware only not the housing)
- that are in or on the Vehicle if the damage occurs
- damage to tyres on the Vehicle (to the exclusion of damages to wheel rims) unless it arises from any abnormal use (see definition on page 1) you may make of the Vehicle.

#### What am I not protected against?

You are not protected under this product:

- against the financial liability for damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage: or
- for any damage to sunroofs or panoramic roofs; or
- for the theft, fire or vandalism
- for the administration costs we incur in handling any damage file.

#### What must I do to benefit from the Protection?

You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- notify us within 48 hours of the date on which the renter took knowledge of the incident, before the end of your rental period. You must also return to us a full and complete signed Accident Report or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details). You may, of course, include any other document you believe will be useful in support of your Accident Report.

#### What is the amount of my financial liability?

If during your rental any glass or lights on the Vehicle are broken and / or any tyres on the Vehicle are damaged and you have not purchased this protection then you will be liable for the full cost of the damage that is incurred by us, unless it can be demonstrated the liability and the responsibility for the repair by an identified third Party.

If, however, you purchase this glass, lights and tyre protection by it one or in the context of the "Premium" package (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

If you purchase this glass, lights and tyre protection in the context of the "Medium" package (provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations), then the maximum you will have to pay us is the Excess amount.



#### ASSISTANCE PLUS PROTECTION

For the duration of the rental, you have the benefit at no extra cost of a 24/7 breakdown and assistance service regarding the use of the vehicle.

Breakdowns caused by you or as a result of using the wrong fuel or for fuel failures, breakage or loss of the Vehicle's keys, as well as punctures and/or damage to tyres, battery failure are excluded from the scope of the free service (unless it can be demonstrated the liability and the responsibility for the repair by an identified third Party) and will be subject to a flat charge

Our *Assistance Plus protection* product limits your financial exposure for these flat charges in such circumstances. If you purchase our Assistance Plus protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can at a daily cost exclude such flat charges by purchasing our protection product.

#### What am I protected against?

This product protects you from liability for any flat charges in the following circumstances of:

- fuel failures or errors
- Breakage or loss of the Vehicle's Keys
- Punctures and / or deterioration of tires
- Battery Failure (discharged battery)

# What am I not protected against?

I am not protected against:

- The breakage of the engine due to battery failure or wrong fuel
- for the administration costs we incur in handling any damage file.

#### What must I do to benefit from the Protection?

You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- When one of the circumstances described above happens during your rental you have to contact our Assistance Service the following number 0800 35 4000 for France and at +33 (1) 49 93 72 42 from other countries to the exclusion of any other Service.

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#### What is the amount of my financial liability?

If during your rental you have a fuel failures or errors, Breakage or loss of the Vehicle's Keys, Punctures and / or deterioration of tires, Battery Failure and you have not purchased this protection then you will be liable for flat charges for our assistance and breakdown service.

If you purchase this Assistance Plus Protection and provided that you have contacted our Service Assistance to the exclusion of any other service, you will not pay such flat charges.

# PERSONAL ACCIDENT& BAGGAGE PROTECTION

The following details are for information only and do not replace or supercede the terms and conditions of Axa Corporate Solutions policies (PAI #XFR0078448GP / SPAI #XFR0078449GP) copies of which can be found at europcar.fr : http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections.

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section [I] above entitled 'Third Party Liability Insurance') this does not cover the bodily injuries suffered by the person driving the Vehicle at the time of a collision If you are the cause of a collision whilst you are driving a Vehicle you will therefore not be covered, by the rental car third party liability insurance, or the third party public liability insurance for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your Bagages, personal property or possessions.

In order therefore to minimise your financial exposure for such damage, loss or injury in such circumstances we are offering two separate products which you can purchase on a non-cumulative basis.

- The first product (**Personal Accident protection**) provides cover for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of a collision (or an accident).
- The second product (**Super-Personal Accident protection**) provides higher and best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of the collision (or an accident) and in corporate baggage cover as well.

The period of validity of these products corresponds to the dates indicated on your rental invoice with a maximum of 120 consecutive days.

# PERSONAL ACCIDENT PROTECTION

# What am I covered for?

Under this protection product you can claim for the financial cost of any of the following potential consequences resulting from your death or injury in a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a maximum of €50,000
  - o in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - o if you ultimately remain partially or totally disabled from the consequences of the collision or incident;

medical expenses of up to a maximum of €2,500(which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers, who are always considered as third party under the third party liability insurance regime, will be indemnified, regardless the liability of the driver, by the third party liability insurance, they can also collect the lump sum indemnity they are entitled to under the Personal Accident Protection product
- If you are not the cause of a collision whilst you are driving a Vehicle( an "non at fault" driver), you can cumulate the third party liability insurance compensation, with the the lump sum indemnity he is entitled to under the Personal Accident Protection product,
- If you are the cause of a collision whilst you are driving a Vehicle( an "at fault" driver), you won't benefit from a compensation from the third party liability insurance, but can collect collect the lump sum indemnity they are entitled to under the Personal Accident Protection product

# What is (mainly) excluded from the cover?

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This Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

A more complete summary of the cover provided by this Personal Accident protection product can be found at [europcar.fr]

# What is the amount of my financial exposure?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

# How to notify the insurance company?

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on our website europcar.fr (http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections). This gives the insurance company all relevant details of the incident and will allow it to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to the insurance company (which details are mentioned on the Claim form) within a maximum of 5 working days of the collision or incident.

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#### SUPER PERSONAL ACCIDENT PROTECTION

#### What am I covered for?

Under this protection product you can claim for the financial cost of any of the following potential consequences resulting from your death or injury resulting from a collision that occurs when you are driving the Vehicle or damage to or loss of your personal effects:

- a lump sum payment of up to a **maximum of €200,000** 
  - o in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - o if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a **maximum of €10,000**(which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- Loss, damage, theft or destruction of your Baggages and the personal effects contained in them up to a **maximum** of €5,000 as a result of a collision or theft.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers, who are always considered as third party under the third party liability insurance regime, will be indemnified for injuries, loss of or damage to personal property, regardless the liability of the driver, by the third party liability insurance, they can also collect the lump sum indemnity they are entitled to under the Super Personal Accident Protection product
- If you are not the cause of a collision whilst you are driving a Vehicle( an "non at fault" driver), you can cumulate the third party liability insurance compensation for injuries, loss of or damage to personal property, with the the lump sum indemnity he is entitled to under the Super Personal Accident Protection product,
- If you are the cause of a collision whilst you are driving a Vehicle( an "at fault" driver), you won't benefit from a compensation for injuries, loss of or damage to personal property, from the third party liability insurance, but can collect collect the lump sum indemnity they are entitled to under the Super Personal Accident Protection product

#### What is (mainly) excluded from the cover?

This Super Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- the cost of loss, or destruction of or damage to your Baggage if it is
  - o Damage caused by normal wear and tear, depreciation and inherent defects in respect of the baggage.
  - Damage caused by moths or vermin or methods of cleaning, repairing or restoring, or poor baggage handling through the action of the driver
  - o Damage resulting from confiscation, seizure or destruction by order of an administrative authority.
  - Thefts committed when the doors, windows and boot of the vehicle were not locked shut.
  - o Thefts by break-in of the Vehicle situated in the passenger compartment of open or convertible vehicles.

- However, cover shall apply to the Vehicle if it is situated in the boot of the aforementioned vehicles, provided that the boot in question is locked and is inaccessible from the inside of the vehicle.
- The following Baggages are not covered:

- Dentures, artificial eyes and other prostheses, spectacles and contact lenses. Cash, personal papers, commercial documents, administrative documents, traveller's cheques, credit cards, air tickets, travel tickets and vouchers. Keys or others similar (magna cart etc.). Mobile phone.
- o Jewels, furs and other objects of value left in an unattended Vehicle at any moment.
- Baggage, belongings and personal effects left in a parked vehicle between 22:00 and 06:00 hours.
- any damage caused to the Vehicle

# What is the amount of my financial exposure?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Super Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

# How to notify the insurance company?

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on our website europcar.fr (http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections). This gives the insurance company all relevant details of the incident and will allow it to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to the insurance company (which details are mentioned on the Claim form) within a maximum of 5 working days of the collision or incident.