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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 Paris (75017) 13ter Boulevard Berthier. We supply vehicle rental services under ‘Europcar’ brand.

Thank you for choosing Europcar 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-General Terms and Conditions of Mandatory Third Party Liability Insurance provisions]; and
- the waivers that we make available to you because we want to be able to give you peace of mind during your rental [II-General Terms and Conditions of Protection Waivers].

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

Liability to a Third Party For a bodily injury or death suffered by a third party 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 financial consequences of such liability may include the cost of any business interruption associated with either the third party’s injury or death and/or the damage to their property.

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; 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, the injured Passengers will be covered by our Third Party Liability insurance while 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 while 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 General 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 related 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 of how these occurred, and, if applicable, the contact information for any third party(ies) involved and/or potential witnesses).

Baggage: Means the renter's and/or its passengers' travel bags and suitcases and the personal effects and belongings they contain, with the exclusion of merchandise. Personal effects include valuables worth five hundred euros (€500) or more as well as jewelry (natural pearls and cultured pearls, precious and semi-precious stones) and furs belonging to the renter and/or its passengers. Baggage includes laptop computers, electronic calendars, audiovisual equipment, cameras, video recorders and Hi-Fi equipment belonging to the renter and/or its passengers.

Bodily Injury (or bodily injury) means any physical or emotional 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

Excess amount is a specified sum of money that, provided you have complied with the General 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 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 terms and conditions of the waiver you have purchased.

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

Loss of Use describes the harm suffered by Europcar 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

Waiver (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 non-waivable 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. This 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 / Your or your / Yours or yours means any named driver

I-GENERAL TERMS AND CONDITIONS OF 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 while 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
- the administrative costs of file processing.

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 an incident or accident that you cause while 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, even though 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 or accident 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 accident) or to recover costs from the Third Party (if the Third Party is responsible for the incident or accident). The Accident Report form should be transmitted to us within five (5) working days of the incident or as soon as you reasonably can in the circumstances.

II-GENERAL TERMS AND CONDITIONS OF EUROPCAR WAIVERS

WAIVERS INCLUDED IN THE RENTAL

- **CDW – Basic Collision/ Damage Protection**

Our *collision damage protection* limits your financial exposure for damage caused to the Vehicle while it is in your care. If you purchase our standard collision damage waiver, You will be exempt from the cost of damage to the Vehicle that exceeds the Excess amount except:

- Voluntary act
- Any violation of the General Rental Terms and Conditions relating to the use of the Vehicle
- Any violation of the General Rental Terms and Conditions relating to the authorized driver of the vehicle and to its physical condition.

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

You can lower the Excess amount by opting for our superior range of theft protection - Super Collision Damage Protection, instead of our standard protection.

You will be invoiced for the cost of repairs — within the limits of the maximum excess amount — and for administrative fees for processing damages, for all Vehicles used throughout the rental period. The excess will be applied to each instance of damage produced to one single vehicle under the same rental contract, following a collision.

What does this protect me against?

This product protects your financial exposure 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
- our Loss of Use in the Vehicle while it is being repaired or if it is not repairable

In circumstances where:

- you collide with a fixed or moving object or body; or
- the Vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass lights or reflectors are damaged or broken or tires are damaged or punctured *during a collision*
- natural Disasters: you will be covered for the damage resulting directly from an event classified as a natural disaster according to the legal definition in effect. An excess amount, which is determined by Decree, will still be payable by the renter.

What is excluded from the protection?

- You will remain financially liable for the full cost of the damage to the Vehicle if the damage is caused:
 - by the willful 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

- by its total or partial theft or an act of vandalism while the Vehicle is left parked unattended.
 - by your negligence (*which is behavior 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);
 - in case of poor assessment of the size of the vehicle, damages produced to the chassis (impact above the windscreen line) and to the undercarriage (the part below the body of the vehicle and/or the chassis, facing the road),
 - 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.
 - The administrative costs of processing the file.

What must I do to benefit from the waiver?

You must:

- purchase the waiver;
- comply with the General 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 to support it.

What is the amount of my financial exposure?

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

We will calculate the average cost of light damage from the table matrix that you may consult in our agencies. If the damage is not listed in the table matrix (because it does not correspond to 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 General 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.

- **THW – Basic Theft Protection**

Our *theft protection* limits 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 while the Vehicle is left parked unattended during your rental. If you have purchased this waiver then, provided you have complied with the General 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 Super Theft Waiver instead of the standard protection.

You will be invoiced for the cost of repairs — within the limits of the maximum excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The excess will be applied to each instance

of damage produced to one single vehicle under the same rental contract, following attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

What am I protected against?

This product limits your financial exposure for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage or repair of the Vehicle or the book value of the Vehicle if it is not repairable or lost; and
- Our Loss of Use of the Vehicle while it is being repaired or if it is not repairable;.

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 car manufacturer*);
- the attempted theft of the Vehicle and of any accessories;
- any act of vandalism to the Vehicle while it is parked and left unattended by you;
- any glass or lights or reflectors that may be damaged or broken or tires that are damaged or punctured *as a result of the theft or the attempted theft*.

What is excluded from the protection?

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 while it is unattended or delivered to an unauthorized person; your failure to use the anti-theft system appropriately, failure to return the keys to us without justification or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal effects and / or work-related goods or possessions and any goods being transported in or on the Vehicle.
- The administrative costs of file processing.

What must I do to benefit from the cover?

You must:

- ****purchase the protection;**
- ****comply with General Rental terms and conditions as they apply to the theft or attempted 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 us, through the pick-up agency, within 48 hours of the time you discover the Vehicle is missing and forward the keys to us at the agency where you picked up the Vehicle.

**** 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 while the Vehicle is parked and left unattended and you have not purchased this waiver, 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.

If you have purchased the theft waiver, provided you have complied with the General Rental terms and conditions, then the maximum you will have to pay us is the Excess amount.

ADDITIONAL PROTECTION PRODUCTS OFFERED BY EUROPCAR

- **WWI – Windscreen, Glass, Lights and Tyres Protection**

This insurance will apply to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during your rental. If such damage occurs as a result of a traffic accident then the cost to repair or replace glass, lights or tires will be covered by the collision damage waiver

What am I protected against?

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

- the windscreen; or
- any side or rear windows; or
- lenses (light-reflecting) and lights; or
- rear view mirrors

that are in or on the Vehicle if the damage occurs during your rental, excluding sunroofs and/or panoramic roofs;

- damage to tires on the Vehicle (excluding damage to rims) unless it arises from any abnormal use (see definition on page 1) by You of the Vehicle.

What am I not protected against?

This waiver does not cover You against financial exposure to damage to the Vehicle if it arises from any willful acts or negligence that you commit while using the Vehicle.

This waiver does not cover incidents of theft, fire and/or vandalism.

You are not covered for the administration costs we incur in handling any file.

What must I do to benefit from the Waiver?

You must:

- purchase this waiver
- comply with the General Rental terms and conditions, all applicable laws and local traffic regulations during your rental,
- notify us within 48 hours of the date on which the renter became aware 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 in which they occurred and the contact information of potential witnesses). 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 tires on the Vehicle are damaged and you have not purchased this waiver then you will be liable for the full cost of the damage that is incurred by us, unless it can be demonstrated that an identified third party will take liability and pay for the repair.

If, however, you purchase this wheels and windscreen insurance alone or as part of the “Premium” package (and provided you have complied with the General Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial exposure for such damage.

If you purchase this wheels and windscreen insurance as part of the “Medium” package (provided you have complied with the General 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.

- **SUPER COLLISION DAMAGE PROTECTION (SCDW)**

Our Super Collision Damage Protection limits to the reduced excess amount you are liable to pay to those damages produced to the vehicle while under your care. If you opt for our Super Collision Damage Protection, and subject to compliance with the laws and our General Terms and Conditions of Rental, you will be exempt from paying the cost of any damages caused to the vehicle, beyond the reduced excess amount.

You will be invoiced for the cost of repairs — within the limits of the reduced excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. A reduced excess will be applied to each instance of damage produced to one single vehicle under the same rental contract, following a collision.

What is excluded from the protection?

Super Collision Damage Protection does not cover:

- Loss or theft or damage to objects or property (including Baggage or merchandise) that are placed, stored or transported in or on the Vehicle by you or by a Passenger.
- The damage that is caused:
 - o by the intentional acts of the driver;
 - o by an explosion or fire occurring in (or against) the Vehicle due to the fact that you use it to transport dangerous goods,
 - o by the total or partial theft or by an act of vandalism while the Vehicle is parked and you are not present;
 - o by your gross negligence in complying with applicable road traffic laws and regulations (defined as conduct that does not meet the standards expected of a reasonably sensible person in similar circumstances) or by your negligence or that of your Passengers in using the Vehicle (for example, and without limitation, an incident caused as a result of the use or involvement of cigarettes or cigars);
 - o in case of poor assessment of the size of the vehicle, damages produced to the chassis (impact above the windscreen line) and to the undercarriage (the part below the body of the vehicle and/or the chassis, facing the road),
 - o because the keys are lost or stolen.
- The administrative costs of file processing

What do I have to do to benefit from the Protection?

You must:

- Subscribe to this protection;
 - comply with our General Terms and Conditions of Rental and all applicable road traffic laws and regulations during the rental period;
 - notify us within 24 hours of the date of the incident and, in any event, before the end of your rental period. You must also return a complete and duly filled in Accident Declaration and/or any other document you consider useful in support of it.
-
- **SUPER THEFT PROTECTION (STHW)**

Our Super Theft Protection limits the excess amount you are liable to pay to the loss of the vehicle if it is stolen or to damages produced during an attempted theft, or if the vehicle is vandalized during your rental while it is parked and you are not present. If you have opted to take out this level of protection, subject to our General Terms and Conditions of Rental, you will be exempt from paying the costs incurred from a theft, attempted theft or an act of vandalism that exceed the reduced excess amount.

You will be invoiced for the cost of repairs — within the limits of the reduced excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The reduced excess will be applied to all damages produced to one single vehicle under the same rental contract, following attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

What is excluded from the protection?

Our SuperTheft Protection does not cover you in the following circumstances:

- If the Vehicle is stolen or damaged due to your negligence or more specifically (and without limitation) due to the fact that the keys were left in the Vehicle while it was unattended or was entrusted to an unauthorized person; your failure to properly use the anti-theft device; any failure to return the keys to us; or if you left the Vehicle unlocked when you were not using it.
- Theft or damage to personal and/or professional belongings and any property transported in or on the Vehicle.
- The administrative costs of file processing

What do I need to do to benefit from the protection?

You must:

- subscribe to this protection;
- comply with our General Terms and Conditions of Rental as they apply to the theft or attempted theft of the Vehicle;
- inform the local police of any incident or event, immediately or as soon as reasonably possible and send us the police report or any evidence that the statement has been made to the police;
- inform us, through the agency from which you collected the vehicle, within 48 hours from the time you became aware of the disappearance of the Vehicle and send the keys to us at the agency where you collected the Vehicle.

- **SUPER COLLISION DAMAGE AND THEFT PROTECTION - INCLUDING GLASS BREAKAGE AND TIRE DAMAGE (GOZEN)**

Our *Super Collision Damage and Theft Protection* the following to zero:

- your financial exposure due to damage resulting from a collision caused to the Vehicle while it is in your custody
- your financial exposure for the loss of the Vehicle if it is stolen or for damage caused by attempted theft or if the Vehicle is vandalized during your rental while it is parked and you are not present.
- your financial exposure due to damage to glass, lights or tires caused by normal use of the Vehicle during your rental period.

What is excluded from the protection?

To see what is excluded from our Super Collision Damage and Theft Protection, please refer to the section "What is excluded from the protection?" under the Super Collision Damage Protection (SCDW) and Super Theft Protection (STHW) headings.

What do I need to do to benefit from the protection?

To see what you need to do to benefit from our Super Collision Damage and Theft Protection, please refer to the section "What do I need to do to benefit from the protection?" under the Super Collision Damage Protection (SCDW) and Super Theft Protection (STHW) headings.

- **TOP CARE Protection**

Our Top Care protection, aimed at business customers, reduces your financial exposure for the excess amount to impact to the upper chassis (above the windscreen line) and undercarriage (below the outer body of the vehicle and/or the chassis facing the road) for rentals of 5.3 meter to 20.3 cubic meter utility I vehicles (with the exception of refrigerated vehicles). If you have opted for this level of protection, subject to our General Terms and Conditions of Rental, You will be exempt from paying the costs incurred from impacts to the upper and lower chassis that exceed the excess amount. Should you agree, in addition to the Top Care protection, to purchase the supplementary Premium guarantee, your financial exposure would be reduced to Premium guarantee excess amount set out in the Recommended Rates Guide, for impacts to the upper and lower chassis.

Likewise, should you agree, in addition to the Top Care protection, to purchase the supplementary Medium guarantee, your financial exposure would be reduced to the Medium guarantee excess amount set out in the Recommended Rates Guide, for impacts to the upper and lower chassis.

What is excluded from protection?

This waiver does not cover You against financial exposure to damage to the Vehicle if it arises from any willful acts or negligence that you commit while using the Vehicle.

This product does not cover you if it is proved that such damage was intentionally caused by you or as a result of your gross negligence. This specifically concerns damages produced to the roof or to the lower part of the vehicle.

You are not covered for file processing administration fees.

Who is entitled to benefit from this protection?

You must:

- be an individual,
- rent a vehicle of at least 5.3 meters,
- take out this protection,
- respect our General Terms and Conditions of Rental and all road circulation laws and regulations throughout your rental,
- notify us of an incident within 48 hours of becoming aware of the same, before the end of your rental period. You must complete, sign and return an accident declaration form and all other documentation presenting the facts as they happened (the nature of the damage to the vehicle, the location where the incident took place, the dates and the circumstances in which this happened and the contact information of any potential witnesses). You may, of course, include any other documentation that you deem useful in support of your Accident Declaration.

What is my financial exposure?

If, throughout your rental period, the chassis or undercarriage of the vehicle is damaged and you have not opted to take out this protection, you will be fully liable for the total cost of the damages we have incurred, unless you can prove that an identified third-party is responsible, and willing to take responsibility, for the damage.

If on the other hand, you take out this protection (subject to respecting our General Terms and Conditions of Rental and current road circulation laws and regulations), you will not incur any further financial exposure, beyond the excess amount payable for the damages in question.

ASSISTANCE PLUS PROTECTION (RSA)

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

Breakdowns or fuel failures caused by you, breakage or loss of the Vehicle's keys, battery failure as well as punctures and/or damages to tires, are excluded from the scope of the free service (unless it can be demonstrated that an identified third party will take liability and pay for the repair) and will be subject to a flat charge.

If you purchase our *Assistance Plus protection* and comply with the applicable laws and the General Rental terms and conditions, then you will be exempted from these amounts in exchange for a daily fixed rental cost (see Europcar France Recommended Tariffs Guide available at europcar.fr).

What am I protected against?

For a fixed amount per rental day and subject to compliance with our General Rental Terms and Conditions, you will be exempted from the flat-rate charges that Europcar may have to charge you in the event of intervention by our breakdown and assistance service for the following events:

- Fuel failures or errors
- Breakage or loss of the Vehicle's Keys/ starter pad
- Punctures and / or damage to tires
- Battery Failure.

What am I not protected against?

Engine failure due to a breakdown or fuel errors are not covered under this waiver. You are not covered under the Assistance Plus waiver for administration fees for file processing.

What must I do to benefit from the Protection?

You must:

- purchase this waiver,
- comply with General Rental terms and conditions, all applicable laws and local traffic regulations during Your rental,
- When one of the circumstances described above happens 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.

What is the amount of my financial liability?

If during your rental you have a breakdown or fuel error, breakage or loss of the Vehicle's Keys, Punctures and / or damage to tires, or Battery Failure and you have not purchased this waiver then you will be liable for flat charges detailed in our list of Europcar France fares available on our website europcar.fr for our Assistance Service.

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

PERSONAL PROTECTION AND ASSISTANCE (APP)

This product, which is available to customers with Premium Protection that reduces their financial exposure to theft or collision damage to zero, offers you the following benefits for a flat fee per rental day:

- Super Personal Accident and Baggage Protection (SPAI - Super Personal Accident Insurance) as described above in these Terms and Conditions and in the Europcar General Conditions of Protection and Insurance, which provides you with higher protection for medical expenses incurred as a result of injuries sustained and/or lump sum compensation in the event of disability or death resulting from an accident or event covered by the contract as well as coverage for Baggage.
- The Assistance Plus product as described above in these Terms and Conditions and in the Europcar General Terms and Conditions of Protection and Insurance provides a 24-hour breakdown and assistance service, including in the event of fuel/electricity breakdowns or errors on your part, the breakage or loss of the Vehicle's ignition keys/badge, battery breakdowns and tyre punctures and/or damage.
- Not charging the administrative costs of processing files in the event of damage or collision

FOREIGN ASSISTANCE SERVICE (EMS - Emergency Service Abroad)

The EMS is a fee-based foreign assistance service.

In the event of a breakdown, accident or human error (i.e. loss of keys - starter pad / misfuelling / battery failure / puncture or tyre damage), customers driving abroad (within the limits of the Authorised Territories) with a passenger vehicle benefit from assistance that exempts them from the towing and roadside assistance package.

What am I covered against?

Customers who have subscribed to this Assistance Abroad service will be able to benefit from pick-up and repatriation services in the event of a breakdown of the Vehicle in one of the Authorised Territories:

- o In the event of breakdown - if the Vehicle cannot be repaired on the spot, assistance will organise and pay for the cost of towing to the nearest dealer or agent of the Vehicle brand.
- o Organisation and payment of the costs of recovering a Vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,
- o Searching for a replacement Vehicle within a 100km radius, if the Vehicle cannot be repaired immediately (N.B.: the rental contract will continue to run until the last day of the originally agreed rental period). In order to carry out this change of Vehicle, priority will be given to finding a Vehicle of the same category, but no guarantee can be given on this point. The same shall apply to specific equipment or, if the rented Vehicle was an electric vehicle, the Assistance shall endeavour to replace it with a vehicle of the same type, but cannot guarantee this,
- o Transport of the beneficiaries to the rental agency where the replacement Vehicle is located (up to 150 euros taxi fare)
- o If no Replacement Vehicle can be identified :
 - Or the customer waits on site for the repair and as such benefits from a hotel room for one night (excluding catering costs), within the limit of eighty-five euros all taxes included (85€TTC) per beneficiary,
 - Either the customer is repatriated to his home or to the rental agency of departure: transport by taxi, train or plane (when only this means can be used) to the home or destination in France or to the point of departure from France for non-residents within the limit of 400€ euros (including tax) per beneficiary. If repatriation is not possible, the customer will be offered to stay in a hotel room for one night (excluding catering costs), up to a limit of eighty-five euros (85€) per beneficiary, all taxes included.

What is excluded from the Foreign Assistance Service?

- o Assistance for Vehicles rented in mainland France that do not respect the territoriality rules defined in point 3) *Where can I drive the vehicle?* unless a derogation is expressly granted by Europcar Assistance of Commercial Vehicles rented in France and driven abroad.
- o Any incidents or damage resulting from taking part in car tests, sporting events, rallies or any type of competition.
- o Changes of utility vehicles abroad
- o Interventions on rural roads and tracks that are not passable, or interventions following a bogging down of the road.
- o The immobilization of the vehicle by the police or legal immobilization (sequestration, etc.) whose cause is attributable to the client
- o The boat crossing costs that Europcar would be obliged to pay to ensure the repatriation of the rented Vehicle,
- o Customs duties that Europcar would be obliged to pay to ensure the repatriation of the rented Vehicle
- o Repair costs incurred by the customer independently of the assistance will not be reimbursed.

What do I have to do to benefit from the Assistance Service Abroad?

You must do the following :

- subscribe to this Service,
- comply with our Terms and Conditions of Rental and all applicable traffic laws and regulations during your rental,

In the event of one of the circumstances mentioned above, you must contact our Breakdown and Assistance Service on 0800 35 4000 from France or +33 (1) 49 93 72 42 from abroad to the exclusion of any other service.

PERSONAL ACCIDENT & BAGGAGE PROTECTION

The following details are for information only and do not replace or supersede 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](http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections).

While 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 General Terms and Conditions') 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 while you are driving the Vehicle you will therefore not be covered, by the rental car third party liability insurer, or by the third party public liability insurer for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your Baggage or the personal property or possessions it contains.

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

- The first product (**Personal Accident waiver**) provides cover for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity in the event of disability or death as a result of an event covered by the contract, or an accident).
- The second product (Super-Personal Accident & Baggage Protection) provides higher and best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity in the event of disability or death as a result of an accident or event covered by the contract in addition to Baggage cover.

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

PAI – Personal Accident Protection

What am I covered for?

Under this *Personal Accident Protection* you will be reimbursed for the financial consequences resulting from your death or any bodily injury directly caused by a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a **maximum of fifty thousand euros (€50,000)**
 - in the event of your death (or presumption of death) within twenty-four (24) months of the collision or incident; or

- if you ultimately remain partially or totally disabled from the consequences directly related to the collision or incident;
- medical expenses of up to a **maximum of two thousand five hundred euros (€2,500)** (which includes hospitalization, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- Provided you have purchased this insurance, the coverage will apply to you and/or Passengers in the Vehicle who are victims of the collision during your rental.
- You can benefit from this insurance irrespective of who is at fault for the collision according to the following situations:
 - Passengers, who are always considered as third party under the third party liability insurance regime may be indemnified by the third party liability insurance, but they can also collect the lump sum indemnity they are entitled to under the Personal Accident Insurance
 - If you are not the cause of the collision while you are driving the Vehicle (a **“not-at-fault” driver**), you can cumulate the third party liability insurance compensation, but you can also collect the lump sum indemnity you are entitled to under the Personal Accident Insurance,
 - If you are the cause of the collision while you are driving the Vehicle (an **“at-fault” driver**), you won't benefit from a compensation from the third party liability insurance, but can collect the lump sum indemnity you are entitled to under the Personal Accident Insurance.

What is (mainly) excluded from the insurance?

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 while 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 Baggage; or
- any damage caused to the Vehicle

A complete summary of the coverage provided by this Personal Accident Insurance can be found at europcar.fr.

- The administrative costs of file processing.

What is the amount of my financial exposure?

Provided you comply with 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 rented vehicle) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with the laws and/or regulations in effect, then our insurer may refuse the coverage altogether. For instance if seven (7) people are injured in a five (5) seater vehicle then the Personal Accident Protection will not apply at all. Or, if it can be shown that you were even partially responsible for the level of bodily injury suffered in the collision or incident, it may seek to reduce its liability for the costs.

How to notify us?

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) (<http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections>). This form 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 must be sent to us within a maximum of five (5) working days of the collision or incident covered by the contract.

SPAI – Super Personal Accident Protection

What am I covered for?

Under this *Super Personal Accident Protection* you can be reimbursed for the financial consequences resulting from your death or bodily injury resulting from a collision that occurs when you are driving the Vehicle and/or any damage to or loss of your Baggage transported in the Vehicle:

- a lump sum payment of up to a **maximum of two hundred thousand euros (€200,000)**
 - in the event of your death (or presumption of death) within twenty-four (24) months of the collision or incident; or
 - if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a **maximum of ten thousand euros (€10,000)** (which includes hospitalization, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident covered by the contract.
- Loss, damage, theft or destruction of your Baggage as a result of a collision or theft.
- Provided you have purchased this insurance, the coverage will apply to you and/or Passengers in the Vehicle who are victims of the collision during your rental.
- You can benefit from this insurance irrespective of who is at fault for the collision according to the following situations:
 - Passengers, who are still considered as third parties under the third party liability insurance regime, may be indemnified for bodily injuries, loss of or damage to Baggage, by the third party liability insurance, but they can also collect the lump sum indemnity they are entitled to under the Super Personal Accident Insurance.
 - If you are not the cause of the collision while you are driving the Vehicle (a “**not-at-fault**” driver), you can cumulate the third party liability insurance compensation for bodily injuries, loss of or damage to Baggage, but you can also collect the lump sum indemnity you are entitled to under the Super Personal Accident Insurance,
 - If you are the cause of the collision while you are driving the Vehicle (an “**at-fault**” driver), you won’t benefit from a compensation for injuries, loss of or damage to Baggage, from the third party liability insurance, but you can collect the lump sum indemnity you are entitled to under the Super Personal Accident Insurance.

What is mainly excluded from the waiver?

This Super Personal Accident Insurance 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 while 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, destruction or damage to your Baggage if it is:

- Damage caused by normal wear and tear, depreciation and inherent defects of your Baggage. Damage caused by moths or vermin or methods of cleaning, repairing or restoring, or poor Baggage handling through your fault.
 - Damage resulting from confiscation, seizure or destruction by order of an administrative authority.
 - Thefts of your Baggage committed when the doors, windows and trunk of the vehicle were not locked.
 - Thefts of items and Baggage by break-in of the Vehicle situated in the passenger compartment of open or convertible vehicles. However, items and Baggage in the trunk of the vehicle are covered, provided that the trunk in question is locked and is inaccessible from the inside of the vehicle.
 - Accidents caused by smokers, as well as damage caused to objects falling or thrown into a home.
- The following items and Baggage are not covered:
 - Dentures, artificial eyes and other prostheses, spectacles and contact lenses. Cash, personal papers, commercial documents, administrative documents, traveler's checks, credit cards, air tickets, travel tickets and vouchers. Keys or others similar objects (e.g., magnetic cards or badges). Cell phones and merchandise.
 - Valuables, jewelry, and furs left in an unattended Vehicle at any time of day.
 - Baggage, personal belongings and effects left in a parked vehicle between 10:00 PM and 6:00 AM.
 - any damage caused to the Vehicle.

A complete summary of the coverage provided by this Super Personal Accident Protection can be found at <http://www.europcar.fr/EBE/module/render/Conditions-generales-assurance-et-protections>.

- The administrative costs of file processing.

What is the amount of my financial exposure?

Provided you comply with 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 rented vehicle) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with the laws and/or regulations in effect, then our insurer may refuse the coverage altogether. For instance if seven (7) people are injured in a five (5) seater vehicle then the Super Personal Accident protection will not apply at all. Or, if it can be shown that you were even partially responsible for the level of bodily injury suffered in the collision or incident, it may seek to reduce its liability for the costs.

How to notify us?

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 form 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 must be sent to us within a maximum of five (5) working days of the collision or incident covered by the contract.

EUROPCAR PROTECTION PACKS

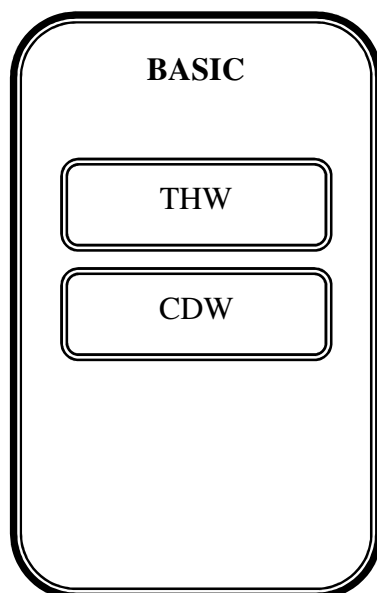
Europcar offers three different packages:

- Basic Protection (included in the rental except for US residents)
- Medium Protection
- Premium Protection

Each of these packs provides a different level of coverage and Excess amount reduction.

What do the Protection packs contain?

BASIC PROTECTION



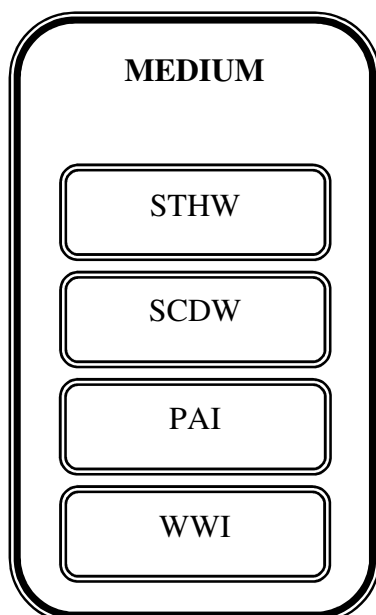
Basic protection limits your financial liability only in the event of: vehicle theft (THW), damage to the vehicle resulting from a collision or attempted break-in (CDW).

For more details about CDW and THW protection products, please refer to their description above (“Protection Products Included in My Rental”).

Please note that Basic protection is mandatory and applicable for each rental contract.

However, if you are from the United States or Canada, it is not automatically included in your rental contract if you can demonstrate that you are already covered by an equivalent level of protection by your payment card. In the absence of this, you have the option of subscribing to Basic protection separately.

MEDIUM PROTECTION

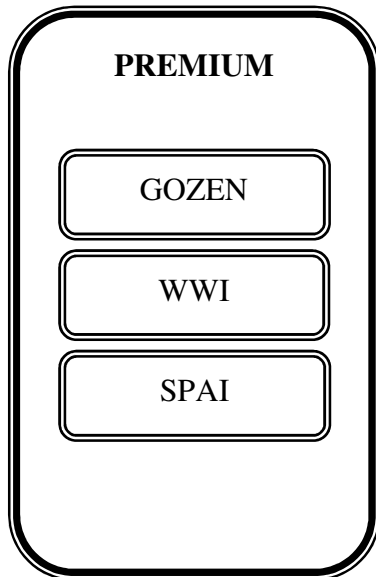


Medium protection limits your financial liability in the event of: vehicle theft (STHW), damage to the vehicle due to a collision or attempted break-in (SCDW), damage to windows (glass breakage), headlights or tires (WWI) (except for a rental made in the United Kingdom). The medium protection also includes personal accident protection for the driver and passengers of the vehicle in the event of bodily injury or death (PAI).

For more details about SCDW, STHW, PAI and WWI protection products, please refer to their description below (“Protection products included in my rental”, “Additional protection products offered by Europcar” and “Personal protection – accidents and baggage”).

For commercial vehicles, the maximum possible subscription period for Medium protection is fourteen (14) days.

PREMIUM PROTECTION



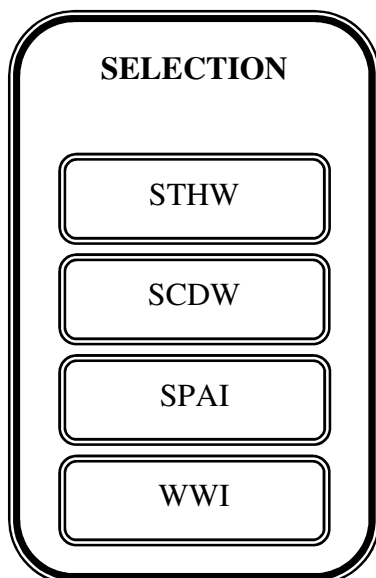
Premium protection waives your financial liability in the event of: vehicle theft, damage to the vehicle due to a collision or attempted break-in (GOZEN), damage to glass (glass breakage), lights or tires (WWI).

Premium protection also includes super personal accident and baggage protection for the driver and passengers of the vehicle in the event of bodily injury or death and/or damage or loss to your baggage (SPAI).

For more details about SLCDW, SPAI and WWI protection products, please refer to their description below (“Additional protection products offered by Europcar” and “Personal protection - accidents and baggage”).

For commercial vehicles, the maximum possible subscription period for Premium protection is fourteen (14) days.

SELECTION PROTECTION



The Selection protection applies to Europcar vehicles belonging to the Selection range, whereby, subject to availability, a specific Vehicle can be selected from the Europcar Selection fleet.

The Selection protection limits your financial liability in the event of: vehicle theft (STHW), damage caused to the vehicle due to a collision or attempted break-in (SCDW), damage caused to glass (glass breakage), lights or tires (WWI) and also provides super personal accident and baggage protection for the driver and vehicle passengers in the event of bodily injury or death and/or damage or loss caused to your baggage (SPAI).

For more details about SCDW, STHW and SPAI protection products, please refer to their description below (“Additional protection products offered by Europcar” and “Personal protection - accidents and baggage”).